

AJENTA

PRIVACY POLICY

WHO WE ARE

Ajenta provide collaboration platforms for education, research, healthcare and government, specialising in building e-learning and virtual classroom technology, telehealth and telemedicine platforms as well as corporate video conferencing applications. Ajenta are based in Edinburgh, Scotland and can be contacted at any time by telephone on 0131 512 2000 or by emailing compliance@ajenta.net.

Ajenta is committed to ensuring that your privacy is protected. During the course of your interactions with Ajenta, it is necessary for us to collect some of your personal data in order to fulfil our contractual obligations, or to provide you will access to our services. This document explains what information we collect, how it is used and how we ensure its security.

You can be assured that your personal data will only be used in accordance with this privacy statement.

Ajenta may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from 04 May 2018.

WHAT WE COLLECT

Ajenta collect data to operate effectively and to provide you with access to our products. The mandatory information we collect in order to provide you with our services is detailed below;

- Full Name/User Name
- Email Address
- Telephone Number
- Job Title
- Organisation

The optional information we collect is detailed below;

- Demographic information such as postcode, preferences and interests
- Other information relevant to customer surveys and/or offers
- Video recordings (see appendix 1)

You provide some of this data directly, such as when you email us with an enquiry, or when you register for an event or product information via our website.

On occasion, your information is provided to us on your behalf, by your organisations' administrator when they sign up for our services. Even though your information is provided on your behalf, you still have full rights over your own personal data. We will communicate with you directly regarding your rights as a data subject.

We may also collect information when you visit our website. This would include technical information such as your IP address, browser type and version, browser plug-in types and versions, your operating system and platform, information about your visit, including the full Uniform Resource Locators (URL), clickstream to, through and from our site (including date and time), products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page and any phone number used to call our customer service number.

You will also be asked to agree to 'cookies'. A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added, and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about webpage traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

YOU CAN CHOOSE TO ACCEPT OR DECLINE COOKIES. MOST WEB BROWSERS AUTOMATICALLY ACCEPT COOKIES, BUT YOU CAN USUALLY MODIFY YOUR BROWSER SETTING TO DECLINE COOKIES IF YOU PREFER. THIS MAY PREVENT YOU FROM TAKING FULL ADVANTAGE OF THE WEBSITE.

You have a choice regarding the data we collect. When you are asked to provide personal data, you may decline. However, if you decline to provide personal information that is necessary for Ajenta to provide the product or service, you may not be able to use that product or service.

WHAT WE DO WITH THE INFORMATION YOU GIVE TO US

Where we are contractually obligated to provide you with our services, your full name and email address are used to set up a user account for you on a software platform. Your User Name is your identifier within the platform and will be used by us to locate your account should you contact us in relation to a service request or fault.

We will contact you by email in order to provide you with service information and technical updates in

relation to your account.

Within your account, you have the option to provide us with additional personal information.

You can also consent to receiving marketing emails and surveys. You are not obligated to provide us with this information, however if you do, it may assist us in better understanding your needs and providing you with a better service. We will only contact you in relation to goods and services we offer that are similar to those that you have already purchased or enquired about.

Your use of the system will be monitored, and we may provide usage reports to your organisations' administrator if requested. All personal identifiers will be removed before these reports are provided.

WHAT WE DO WITH INFORMATION WE COLLECT ABOUT YOU

When you visit our website, we may collect information regarding which pages you visit and the method you use to access our site. We do this in order to improve our site to ensure that content is presented in the most effective manner for you and for your computer. This is part of our efforts to keep our site safe and secure. It will also allow you to participate in interactive features of our service, when you choose to do so.

We will use the information collected to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you should you opt into receiving this. We may also make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them.

SECURITY

We are committed to ensuring that your information is secure. Suitable physical, electronic and managerial procedures have been put in place to safeguard and secure the personal information we hold in order to prevent unauthorised access or disclosure.

Our servers are located within the UK, within Tier 4 Datacentres. They utilise Layer 2 connectivity, and are Government Approved.

All video traffic, chat and document sharing within our platform is protected by AES 128 bit with TLS 1.2 complete end to end encryption.

The minimal personal information that you provide us with is stored in secure systems with restricted access rights. For the majority of our platforms, we have ensured that data remains within the European Union, in EU based data centres. For other platforms, with data centres in the USA and non-adequacy list countries, we have ensured appropriate certifications and safeguards are in place to protect your information. This includes EU-U.S. Privacy Shield certifications and model clauses.

Video recordings are only accessible by the meeting organiser and technical staff within Ajenta. No other party can view or access the recording unless permission is shared.

No third party will be given access to your personal information without your prior consent, unless we are legally obliged to disclose this information.

Links to Other Websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

STORAGE OF INFORMATION

The information you enter into your account is stored within our UK based Tier 4 Level 2 datacentres. You can access this information at all times in order to view, update or delete. Ajenta and its employees will also have access to this information in order to maintain the database.

Your information will be stored within our systems for as long as is specified in the data retention schedule implemented by your Organisation. Please speak to your administrator for more information.

When we are requested to dispose of your information, this is done securely. Proof of data destruction can be made available upon request.

YOUR RIGHTS AS A DATA SUBJECT

You retain rights over the information we hold on you. We will honour these rights at all times.

Access

You are able to access your information at all times. You can do this by logging into your account. We do not hold information on you in any other system or format, unless you have opted in to receiving marketing emails. If you have opted in and would like a copy of the information we hold on you, please contact us at compliance@ajenta.net. We will provide you with this information in an easily accessible format, without undue delay, and in any event, within one month.

Object

If you believe we are using your information for purposes other than those you signed up for, including direct marketing or research activities, you have the right to object to us using your personal information for

these purposes. Please bring this to our attention and we will identify if the activity is taking place. If so, we will cease these activities immediately.

Direct Marketing

We will not send you any marketing emails, or contact you regarding any events or promotional activities unless to specifically consent to us doing so. You will find the settings for this within your account and you can opt in or withdraw your consent at any time by emailing compliance@ajenta.net.

Automated Decision Making

Ajenta will never make decisions based on automated processing activities, that is we will never make a decision solely by automated means, without any human involvement. All data is processed solely to facilitate access to your account.

Rectification

If you believe the information we hold on you is incorrect and inaccurate, you have the right to have this rectified without undue delay, and in any event, in no longer than one month.

You can update this information yourself by logging into your account, or it can be updated by us on your behalf, or by your Organisations' administrator.

Compensation

If you believe you have suffered material or non-material damage as a result of an infringement of your rights as a Data Subject, you have the right to receive compensation from the controller or processor for the damage suffered. You may lodge a complaint with the relevant supervisory authority and we will liaise with them fully to resolve the complaint.

Right to be Forgotten

When you cancel your account in accordance with our terms and conditions, you have the right for all of your personal information to be deleted from our systems. We will do this without undue delay and using secure measures.

APPENDIX 1: ACCEPTABLE USE POLICY AND RECORDING TERMS

What's in these terms?

This acceptable use policy sets out the content standards that apply when you upload content to our site, make contact with other users on our site, link to our site, or interact with our site in any other way,

By using our site you accept these terms

By using our site, you confirm that you accept the terms of this policy and that you agree to comply with them.

If you do not agree to these terms, you must not use our site. We recommend that you print a copy of these terms for future reference.

Prohibited uses

You may use our site only for lawful purposes. You may not use our site:

- a.** In any way that breaches any applicable local, national or international law or regulation.
- b.** In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- c.** For the purpose of harming or attempting to harm minors in any way.
- d.** To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- e.** To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware

You also agree:

- a.** Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use.
- b.** Not to access without authority, interfere with, damage or disrupt:
 - (i)** any part of our site;

- (ii) any equipment or network on which our site is stored;
 - (iii) any software used in the provision of our site; or
 - (iv) any equipment or network or software owned or used by any third party.
- c. Not to share access, or provide multiple users with duplicate login credentials
- d. Not to allow any user outwith your organisation to utilise the service plan provided to your organisation, specifically with the intention of avoiding having to pay for any service.

Interactive and Recording services

We may from time to time provide interactive and recording services on our site, including, without limitation:

- a. Where we do provide any interactive or recording service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical);
- b. We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not;
- c. The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not fool proof. Minors who are using any interactive service should be made aware of the potential risks to them;
- d. Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

Recording is an optional function of the platform service offered by Ajenta that allows an authorised user who books a conference provided through the platform (provided by Ajenta) to request a digital recording

of that conference to be made and subsequently downloaded by the stated users during a limited storage period which will always be stated at the time of the conference booking. By default, recording rights are disabled for all users, but an administrator may permit use of the recording function by any individual user at any time (provided that each user who is recorded is informed of this recording action and has the right to opt-out from such recording).

Ajenta shall keep the recorded data on its secure server for a maximum of 30 days following the date of the recording (after which point it shall be deleted). During this time period an authorised user featuring in a recording may access the data utilising their log in details or by contacting Ajenta.

Recordings must only be made of children with the explicit and verifiable consent of the child's parent/guardian unless that child is aged 12 years or over, the information collected is restricted to that necessary to enable the child to utilise the Services or to be sent further but limited online communications and it is clear that the child understands what is involved in terms of the recordings.

Content standards

These content standards apply to any and all material (and in particular audio-visual material) which you contribute to our site (Contribution), and to any interactive services associated with it. The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

Ajenta will determine, in its discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- a.** Be accurate (where it states facts).
- b.** Be genuinely held (where it states opinions).
- c.** Comply with the law applicable in Scotland and in any country from which it is posted

A Contribution must not:

- a.** Be defamatory of any person.
- b.** Be obscene, offensive, hateful or inflammatory.
- c.** Promote sexually explicit material.
- d.** Promote violence.
- e.** Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

- f.** Infringe any copyright, database right or trade mark of any other person.
- g.** Be likely to deceive any person.
- h.** Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- i.** Promote any illegal activity.
- j.** Be in contempt of court.
- k.** Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- l.** Be likely to harass, upset, embarrass, alarm or annoy any other person.
- m.** Impersonate any person, or misrepresent your identity or affiliation with any person.
- n.** Give the impression that the Contribution emanates from Ajenta Limited, if this is not the case.
- o.** Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- p.** Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- q.** Contain any advertising or promote any services or web links to other sites.

Breach of this policy

When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the basis upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- a.** Immediate, temporary or permanent withdrawal of your right to use our site.
- b.** Immediate, temporary or permanent removal of any Contribution uploaded by you to our site
- c.** Issue of a warning to you.

- d.** Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- e.** Further legal action against you.
- f.** Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.