

# PRIVACY POLICY

## GENERAL

1. This privacy policy covers how WPMS collects and treats information about its users. Anyone who visits wpmss.com website or downloads, saves, installs, uses or accesses, or attempts to use or access, any of WPMS's applications shall by so doing be deemed to have agreed to the terms of this privacy policy and such collection, use and other processing of data as set forth below.
2. All capitalized terms used and not otherwise defined herein have the meanings ascribed to them in WPMS's terms of service (available at <https://www.wpmss.com/>, hereinafter "Terms of Service"), with the exception of the term "Customer", which, for the purposes of this privacy policy, shall also include anyone who visits wpmss.com website or downloads, saves, installs, uses or accesses, or attempts to use or access, any of WPMS's applications. The term "Supplier" refers to each person or entity identified as Supplier in any version of the Terms of Service (i.e., each such person or entity severally).
3. Nothing herein is intended to prejudice Supplier's statutory data processing rights.

## DATA COLLECTION

4. Customer acknowledges that Supplier may collect information (including personal data) about Customer and End Users ("Data Subjects"): (a) during the negotiation, conclusion and modification of the agreements it concludes with Data Subjects or with parties whom the Data Subjects represent (the information collected may include the data provided in such agreements, or for the purposes of negotiating, concluding or amending same); (b) when a Data Subject fills in forms via the Service, opens a User Account, subscribes to, or unsubscribes from, a Service Plan, creates or modifies a user profile, or enters or modifies other information associated with their User Account (the information thus provided); (c) when a Data Subject visits Supplier's website (the Data Subject's IP address, geographical location, session information, browsing behavior, certain software and hardware attributes); (d) when a Data Subject downloads, installs, updates or uninstalls the Software, or accesses or uses the Service (the location, manner, means and duration of such activity as well as other information the Data Subject may provide); and (e) when otherwise knowingly made available to Supplier (the information the Data Subject provides). When visiting Supplier's website, "cookies" may be stored within the visitor's device.

## DATA PROCESSING

5. Customer agrees and warrants to Supplier that End Users agree:

(a) to Supplier's processing of Customer Details and such other information as referenced in section 4 (collectively, "Data") for the purposes of (i) providing the Service, (ii) improving or otherwise modifying the Service and notifying Customer and other relevant Data Subjects thereof, (iii) customizing the content and/or layout of Supplier's website or the Service for the particular visitor or user, (iv) replying to the Data Subjects' communications and contacting them, (v) performing Supplier's obligations towards the Data Subject, (vi) exercising and enforcing Supplier's rights, (vii) user statistics and other Service-related analyses;

(b) that Data may be processed in the country of their domicile as well as outside it, including in any member state of the Organization for Economic Co-operation and Development (OECD) and any country participating in the European Economic Area (EEA);

(c) that Supplier will not disclose Customer Details to any third party besides the members of its corporate group, except when, to the extent, and to persons (i) expressly allowed by the Data Subject concerned, (ii) required by law, or (iii) necessary in order to perform Supplier's obligations under the Agreement, or its statutory obligations, or to exercise its legal rights, or defend against claims or other process.

6. Supplier represents that it has implemented and will continue to employ commercially reasonable measures to ensure that Customer Details are processed securely and in compliance with the applicable law.

7. Supplier has no obligation to monitor or access its customers' accounts, but may do so in cases where such action is reasonably justified (e.g., in order to prevent illegal or harmful activity, provide customer support, or perform its legal duties).

8. Supplier is neither the controller nor the processor (neither "chief", "responsible", "authorized", nor any other processor) of User Data and has no obligation whatsoever in connection with such data or the processing thereof. User Data is processed by registered Customers and any issue concerning such data or its processing should be taken up with the Customer in charge of the relevant workspace or other part of the User Environment.

## CUSTOMER'S RIGHTS

9. Upon Customer's request, Supplier will grant Customer access to, or, at Supplier's option, provide Customer with a statement of, all Personal Data that Supplier maintains about Customer, unless such information is otherwise reasonably available to Customer or Supplier is legally prohibited from disclosing such records. If any such Personal Data prove to be incorrect or misleading, Customer is entitled to have same corrected, or, where Customer is able and authorized to modify such data, correct same on their own initiative. Registered Customers can access and correct certain of their Customer Details through the Service by visiting their personal profile page. For the avoidance of doubt, Customer acknowledges that this section only applies to "Personal Data that Supplier maintains about Customer", and that Supplier does not "maintain" any User Data (see section 8).

10. In all cases where Supplier is allowed to disclose Customer Details to third parties, it will, as far as possible, take reasonable measures to ensure that the person to whom disclosure is made grants the respective Data Subject rights that are substantially similar to those set forth herein with respect to the processing of such Customer Details (including the right to be informed about the data maintained on the Data Subject and the right to correct or have corrected incorrect or misleading information).

## NOTIFICATION

11. If a Data Subject participates in Supplier's mailing or similar programs, Supplier may use their Customer Details to send them information about products, services, promotions and events that Supplier believes may be of interest to them. Any subscription to any such programme may be cancelled at will.

12. Supplier may send registered Customers certain communications relating to the Service, such as (e.g.) service announcements and administrative messages, without offering such Customers the opportunity to opt out of receiving them.

13. Supplier asks that all requests, enquiries, complaints and other communications that Customer wishes to address to Supplier with respect to this privacy policy or Data processing be submitted via the feedback feature of Supplier's website, or that such communications be sent to the following email or postal address: support@wpmss.com / Wild Project OÜ, Peterburi tee 47-302, 11415 Tallinn, Estonia.

## JURISDICTION

14. Any dispute that may arise between Customer and Supplier or between an End User and Supplier in connection with this privacy policy or Supplier's data processing activities shall be subject to the jurisdiction specified in the respective Supplier's Terms of Service.

## CHANGE OF POLICY

15. Supplier may amend or repeal this privacy policy at any time by posting a revised privacy policy or a new policy document in its place. If such revised or new policy includes a significant change to the way that Customer Details may be treated, Supplier will notify registered Customers of the fact that its privacy policy has changed by sending such Customers an email to the address associated with their User Account, or by posting a prominent notice on the Service.

Last revision: January 31, 2019