

Cloudfinder – Privacy Policy

1. Scope of this Privacy Policy

- 1.1 This document contains the privacy policy (the “Privacy Policy”) of Cloudfinder Sweden AB (“Cloudfinder”) – a Swedish limited liability company incorporated under the laws of Sweden with the registration number 556886-8300 – which has been adopted in order to demonstrate Cloudfinder’s commitment to its users of the services (the “Services”) provided by Cloudfinder through the website www.cloudfinder.com (the “Site”), with respect to information that the users submit or otherwise make available to Cloudfinder through the Site or Services.
- 1.2 Cloudfinder has designed the Services to meet the needs of corporations, governmental bodies and other organizations which uses (or is about to use) one or more third party cloud computing (or similar) services. An organization which subscribe for the Services is deemed a “Customer” and, as such, may create one or more user accounts for its personnel and/or other designated persons (each, a “User”). Use of the Services on a consumer basis is not permitted.
- 1.3 This Privacy Policy describes Cloudfinder’s use of “Personal Data” – meaning all kinds of information that directly or indirectly may be referable to a natural person who is alive – and “Anonymous Data” – meaning information that is not Personal Data – that Cloudfinder collect from the use of, or access to, the Sites and Services, whether the User is an individual or a legal entity, as well as information Cloudfinder may use to update the information the User provides to Cloudfinder through other means.

2. TRUSTe’s Privacy Seal

- 2.1 Cloudfinder has been awarded TRUSTe's Privacy Seal signifying that this Privacy Policy and practices have been reviewed by TRUSTe for compliance with [TRUSTe’s Program Requirements](#) and the TRUSTed Cloud Program Requirements including transparency, accountability and choice regarding the collection and use of Personal Data. The TRUSTe program only covers information collected on the Site and Services. TRUSTe's mission, as an independent third party, is to accelerate online trust among consumers and organizations globally through its leading privacy trustmark and innovative trust solutions. If a User has questions or complaints regarding this Privacy Policy or practices, please contact Cloudfinder at privacy@cloudfinder.com. If a User is not satisfied with Cloudfinder’s response the User may contact TRUSTe [Here](#)

3. Controller of Personal Data and use of sub-contractors

- 3.1 The storage and processing of Personal Data by Cloudfinder may be subject to mandatory legislation, such as the legislation based on EU Directive 95/46/EC which aims to prevent the violation of personal integrity in the processing of personal data (collectively, the “Personal Data Act”). For this purpose, the Customer will always be considered as the controller of Personal Data of its Users even if the processing is carried out by Cloudfinder or any of its sub-contractors as part of the Services. Cloudfinder and any of its sub-contractors engaged for the storage and other processing are in such cases considered as the Customer’s data processors (personal data assistants) and it is the Customer’s sole responsibility to ensure that the processing of Personal Data of its Users is in compliance with the Personal Data Act and other

applicable legislation. A User should therefore contact the relevant Customer (usually being its employer) for questions with respect to the processing of its Personal Data. Nevertheless, a User's Personal Data is not handled by Cloudfinder in any different way than describe below.

- 3.2 Cloudfinder reserves the right to use subcontractors for the processing of Personal Data. Cloudfinder shall then, where applicable and on the Customer's behalf, conclude an agreement for personal data assistant with such sub-contractors ensuring the sub-contractors' compliance with the provisions set out in this Privacy Policy. If Personal Data originating from a Customer (or User) located within the EU/EEA comes to be processed in a country outside the EU/EEA, Cloudfinder undertakes to ensure that one of the exemptions from the prohibition on transfer to a third country under the Personal Data Act can be applied, for example consent, standard contractual clauses or adhesion to the Safe Harbor principles (www.export.gov/safeharbor/).

4. Personal Data and its use

- 4.1 By using or accessing the Site or Services or submitting Personal Data through the Site or Services, the User agrees to the terms of this Privacy Policy and the User expressly consent to the processing of the Personal Data according to this Privacy Policy. For the purpose of clarity, where the Customer is the controller of Personal Data of its Users as set forth in section 3.1, the Customer represents and warrants the corresponding agreements and consents of its Users.
- 4.2 Subject to section 3.2 above, the User's Personal Data may be processed in the country where it was collected as well as other countries (including within EU/EEA and the United States) where laws regarding processing of Personal Data may be less stringent than the laws in the User's country.
- 4.3 To the extent Cloudfinder processes Personal Data on behalf of the Customer the following shall apply. The Customer's role and responsibility shall be as set out in section 3.1 above. Cloudfinder will be the Customer's personal data assistant and may only process personal data in accordance with this Privacy Policy, terms and conditions of use of the Services and the written instructions which are agreed with the Customer. Cloudfinder undertakes to fulfill any agreed technical and organizational measures to protect the Personal Data processed.
- 4.4 The Customer shall promptly notify Cloudfinder if its processing of Personal Data is subject to legislation which is not based on EU Directive 95/46/EC (as amended). If a provision under any such applicable Personal Data Act or other applicable legislation would confer responsibility or liability directly on Cloudfinder to ensure compliance with such legislation (or part thereof) regardless of section 3.1 above, Cloudfinder is unwilling to grant any access to the Site or Services and the Customer must cease access to the Services immediately and notify Cloudfinder thereof.
- 4.5 Cloudfinder will use Personal Data for the following purposes:
- (a) to administer User accounts;
 - (b) to provide the Site and/or Services and Customer support;
 - (c) to process subscriptions, including credit card numbers and associated billing information, to charge and collect the subscription fees;
 - (d) to tailor the features of the Site or Services for the Customer and User;

- (e) to respond to requests, resolve disputes and/or troubleshoot problems;
- (f) to verify the compliance with the obligations in the terms and conditions of use of the Services;
- (g) to communicate with the User (or relevant Customer) about the Sites and the Services; and
- (h) to gather certain general information (being Anonymous Data), such as aggregated reports and statistics which is used and stored only on a collective basis, in summary form, rather than on an individual basis for the purpose of facilitating for Cloudfinder to understand and improve the Services provided to the Customers.

4.6 Cloudfinder collects Personal Data that the Customer or its Users submit voluntarily. When a Customer or User register for the purpose of creating a user account at the Site, Cloudfinder may ask to provide certain Personal Data and may request additional optional information to support the access to the Site or Services. Cloudfinder may collect the following Personal Data: (i) name, (ii) email, (iii) telephone, (iv) company name, and (v) company website.

4.7 When a Customer or User communicates with Cloudfinder electronically, Cloudfinder may collect and store any information that is contained in such communications. The Customer and User may choose not to provide certain information, but this may limit the features of the Site or Services. Please note that Cloudfinder may receive Personal Data about a User from the Customer (which usually is the employer of the User).

4.8 When Customers and Users have purchased the Services through one of Cloudfinder's resellers, Cloudfinder may receive Personal Data collected by them.

4.9 To the extent the Site offers publicly accessible community forums, the Customer and User should be aware that any information provided in these areas may be read, collected and used by others who access them. To request removal of Personal Data from such community forum, contact Cloudfinder at privacy@cloudfinder.com. In some cases, Cloudfinder may not be able to remove Personal Data, in which case the relevant User will be notified of the inability and the cause thereof.

4.10 Cloudfinder will send administrative communications which pertain to the Site and Services on a regular basis, and the Customer may not opt-out of these emails. If a Customer wishes to not receive these communications, it must terminate its subscription and cease use of the Services.

5. Back-up Data and its use

5.1 "Backed-up Data" means data and other files that exist on third-party websites that have been designated for backup as part of the Services.

5.2 The contents of Backed-up Data can include both Personal Data and Anonymous Data and other content communicated over email or inside contact fields, but Cloudfinder does not treat Backed-up Data differently regardless of its contents. Cloudfinder collects Backed-up Data that the Customer (or User) have requested for Cloudfinder to collect from authorized third-party sites.

5.3 Cloudfinder will associate Backed-up Data with Personal Data and will only access and use the Backed-up Data when the Customer or User grants Cloudfinder explicit

permission to do so (such as for the purpose of gathering general information as set out in section 4.5(h) above). Cloudfinder will not otherwise view, access or use the contents of the Backed-up Data without the Customer's written consent, but may view the related file system information (e.g., file and/or folder names, file extensions and sizes but not the file contents) to provide incremental backups and file comparisons, quality control, and technical support.

6. Anonymous Data and its use

- 6.1 As the Customer and its Users use the Site or Services, certain Anonymous Data may be passively collected and stored on Cloudfinder's or its service providers' server logs, such as Internet protocol address, domain names, browser type, and access times. Cloudfinder may use "Cookies" – being small pieces of information that a website sends to the user's browser while user is viewing a website – or web bugs and navigational data like Uniform Resource Locators (URLs) to gather information regarding the date and time of the user's visit.
- 6.2 Standing alone, Cookies do not personally identify the User but merely recognize the User's web browser. Cloudfinder may use both session Cookies (which expire once the web browser is closed) and persistent Cookies (which stay on the web browser until deleted) to improve the user's experience on the Site (e.g. by keeping the User logged in). Persistent Cookies can be removed by following the Internet browser help file directions. If the User chooses to disable Cookies, the User may experience session errors and may need to log-in again for each page visited on the Site.
- 6.3 Cloudfinder may, through the use of Cookies, keep a User logged into the Site during each session. Cloudfinder may also customize Site content in the User's interests and otherwise personalize its use of the Site. Cloudfinder may also use Anonymous Data to improve Cloudfinder's internal operations and software.

7. Data collected and processed through the Services

- 7.1 Cloudfinder may collect, process and index information under the direction of its Customers, and has no direct relationship with third party individuals whose personal data it may process on behalf of its Customers.
- 7.2 If a third party customer of a Customer of Cloudfinder and have any inquiry relating to data collection and use, please contact that Customer directly.
- 7.3 A third party who seeks access, or who seeks to correct, amend, or delete inaccurate data should direct its query to the relevant Customer of Cloudfinder (the controller of Personal Data). If such Customer requests Cloudfinder's assistance in altering or removing the data, we will respond to their request within 30 days in accordance with section 14 below.
- 7.4 Cloudfinder will retain third party data we process on behalf of Customers for as long as needed to provide the Services to Customers and use this information as necessary to comply with legal obligations, resolve disputes and to enforce agreements.

8. Disclosure of information

Personal Data

- 8.1 It is Cloudfinder's general policy to restrict who can access Personal Data. Except as otherwise stated in this Privacy Policy, Cloudfinder do not trade, rent, or share the Personal Data that it collects with third-parties, unless the Customer (or User) ask or authorize Cloudfinder to do so.
- 8.2 Cloudfinder may provide Personal Data to third-party service providers who work on behalf of or with Cloudfinder to provide some of the services and features of the Site or Services and to help Cloudfinder communicate with the Customer or User. These third party providers are authorized to use Personal Data only as necessary to provide these services to us.
- 8.3 In the event of a change in ownership, or a merger with, acquisition by, or sale of assets to, another entity, we reserve the right to transfer all Personal Data to that entity. Cloudfinder will notify the Customer via a posting on the Site or email (at Cloudfinder's discretion of such a transfer).
- 8.4 Cloudfinder may share some or all of the Personal Data with other third-parties to whom the Customer (or User) ask us to send the information, or about whom the Customer (or User) is otherwise notified and do not request to opt out of such sharing.
- 8.5 This Privacy Policy does not cover the use of Personal Data by such third-parties. Cloudfinder does not maintain responsibility for the manner in which third-parties use or further disclose the Personal Data after Cloudfinder has disclosed such information to those third-parties.
- 8.6 If the Customer (or User) does not want Cloudfinder to use or disclose Personal Data collected in the manners identified in this Privacy Policy, the Customer (or User) should not use the Site or Services.
- 8.7 Cloudfinder reserves the right to disclose Personal Data if it has a good faith belief that disclosure is reasonably necessary to: (a) comply with any applicable law, regulation, legal process or enforceable governmental request; (b) enforce the terms and conditions of use of the Services, including investigation of potential violations thereof; (c) detect, prevent, or otherwise address fraud, security or technical issues; (d) protect against harm to the rights, property or safety of Cloudfinder, its users or the public as required or permitted by law; or (e) to the Customer as regards its Users. The Customer and Users hereby consent to Cloudfinder sharing Personal Data under the circumstances described herein.

Backed-up Data

- 8.8 Cloudfinder only shares Backed-up Data (including Personal Data contained therein) as follows:
- (a) to third-party service providers who work on behalf of or with Cloudfinder to provide some of the services and features of the Site or Services; or
 - (b) if Cloudfinder has a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to (a) comply with any applicable law, regulation, legal process or enforceable governmental request, (b) enforce the terms and conditions of use of the Services, including investigation of potential violations thereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, or (d) protect against harm to the rights, property or safety of Cloudfinder, its users or the public as required or permitted by law.

- 8.9 In the event of a change in ownership, or a merger with, acquisition by, or sale of assets to, another entity, Cloudfinder reserve the right to transfer all of the Backed-up Data to that entity. Cloudfinder will notify the Customer (via a posting on a Site or email (in Cloudfinder's discretion) of such a transfer.

Anonymous Data

- 8.10 Cloudfinder reserves the right to disclose Anonymous Data to third-parties at Cloudfinder's discretion, including aggregated reports and statistics referred to in section 4.5(h) above.

9. Feedback

- 9.1 If the Customer or User provides feedback to Cloudfinder, Cloudfinder may use and disclose such feedback in accordance with the terms and conditions of use of the Services, provided that Cloudfinder does not associate such feedback with the Personal Data. Cloudfinder will collect any information contained in such feedback and will treat the Personal Data in it in accordance with this Privacy Policy.

10. Third party sites

- 10.1 The Site may contain links to other websites. Cloudfinder is not responsible for the privacy practices or the content of these other websites. This Privacy Policy applies solely to information collected by or for Cloudfinder through the Sites or Services and does not apply to these third party websites. Cloudfinder encourage the Customer and its Users to read the Privacy Policy of each and every website they visit. Users should always use caution and common sense when choosing to provide Personal Data on the Internet, particularly when it comes to information such as credit cards and other payment information. The ability to access information of third parties from the Sites or Services is for the User's convenience and does not signify our endorsement of such third parties, their services, other websites, locations or their contents.

11. Single Sign On

- 11.1 A User can log in to the Site using sign-in services such as Twitter Authentication. These services will authenticate the User's identity and provide the User the option to share certain Personal Data with Cloudfinder such as name and email address to pre-populate Cloudfinder's sign up form. Services like Twitter Authentication provide a User with the option to post information about its activities on this Site to its profile page to share with others within its network.

12. Children

- 12.1 The Site is not directed to children and children are not eligible to use the Services. Protecting the privacy of children is very important to Cloudfinder. Cloudfinder does not collect or maintain Personal Data from people Cloudfinder actually know are under 15 years old, and no part of the Site or Services is designed to attract people under 15 years old. If Cloudfinder later obtain actual knowledge that a User is under 15 years old, Cloudfinder will take steps to remove that User's Personal Data from its databases.

13. Security

- 13.1 Cloudfinder has put in place reasonable security measures to help protect against the loss, misuse, and alteration of Personal Data. When the Site is accessed using the browser versions set out [here](#), Secure Socket Layer (SSL) technology protects information using both server authentication and data encryption. Cloudfinder also implements an advanced security method based on dynamic data and encoded session identifications, and hosts the Site in a secure server environment that uses a firewall and other advanced technology to help prevent interference or access from outside intruders.
- 13.2 These safeguards help prevent unauthorized access, and help to maintain data accuracy and appropriate use of Personal Data. Despite such efforts, however, please note that no company, including Cloudfinder, can fully eliminate risks or guarantee the security of the Personal Data; unauthorized entry or use, hardware or software failure, and other factors may compromise the security of Personal Data at any time, and Cloudfinder bear no liability for uses or disclosures of Personal Data or Anonymous Data arising in connection with the theft of the Customer's (or a User's) data.

14. Correcting and updating information

- 14.1 Customers (or Users) who would like to update, delete inaccuracies, or change information associated with (their) Personal Data may do so at any time by sending an email to support@cloudfinder.com with such a request. Certain information is necessary in order for Cloudfinder to provide the Site or Services; therefore, after deletion of such necessary information the Customer (or User) may not be able to use the Site or Services.
- 14.2 The Customer can request a copy of their Backed-up Data by emailing us at support@cloudfinder.com. As a precaution, proof of identity will be requested to obtain a copy of the Backed-up Data.
- 14.3 If the Customer wishes to have the Personal Data and/or Backed-up Data deleted from the databases or to discontinue the Services, the Customer may contact Cloudfinder at support@cloudfinder.com. Within a reasonable time period after the receipt of the request, Cloudfinder will remove the Personal Data and/or Backed-up Data. Upon deletion of Personal Data or Backed-up Data, it will be deleted from the active database, but may remain in Cloudfinder's archives. Cloudfinder will retain and use the information as necessary to comply with its legal obligations, resolve disputes, and enforce its agreements.

15. Notification of changes

- 15.1 Cloudfinder reserves the right to change and amend this Privacy Policy. Such changes and amendments, which may be made in Cloudfinder's sole and exclusive discretion, will be notified to the Customer or posted at the Site prior to the effective date and will be effective as from the 31st day thereafter. If Cloudfinder is going to use Personal Data that Cloudfinder has previously collected in a manner different from that stated at the time of collection, and the Customer (or User) will have a choice as to whether or not to allow the use of the Personal Data in this different manner.
- 15.2 It is the Customers' and Users' sole responsibility to check the Site from time to time to view any changes or amendments of this Privacy Policy. If a Customer (or a User) does not agree to any changes or amendments, if and when such changes or amendments

may be made to this Privacy Policy, such Customer (or User) must cease access to the Site and use of the Services.

16. Contact information

16.1 If Customers of Users have any questions or suggestions regarding this Privacy Policy, please contact Cloudfinder at privacy@cloudfinder.com, or at the following contact details.

Cloudfinder Sweden AB
Address: Minc
Anckargripsgatan 3
211 19 Malmö
Sweden
Phone: +46 702 71 16 60

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This Privacy Policy was last updated on September 13, 2012.