

# Cloudoko Services Privacy Statement

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Last updated: February 2015

This privacy statement applies to the Cloudoko Services and related offerings that display or link to this notice (the "Services").

## 1. Notice to End Users

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This privacy statement is written for the organisation or company (our "customer") that contracts with Cloudoko for the Services. All references to "you" or "your" in this privacy statement are to our customers, who in turn have end users. Cloudoko is not responsible for the privacy or security practices of our customers, which may differ from those set forth in this Privacy Statement. End users of Services administered by Cloudoko customers should direct privacy inquiries to our customer.

## 2. Customer Data

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Customer Data will be used only to provide customer the Services including purposes compatible with providing those services. Cloudoko will not use Customer Data or derive information from it for any advertising or similar commercial purposes. "Customer Data" means all data, including all text, sound, video, or image files, and software, that are provided to Cloudoko by, or on behalf of, you or your end users through use of the Online Service. Customer Data is not Administrator Data or Support Data.

## 3. Administrator Data

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Administrator Data is information about subscription and service administrators that is provided during sign-up, purchase, or administration of the Services. Administrator Data may include the administrator's name, address, phone number, and e-mail address. We use Administrator Data to provide the Services, complete transactions, administer the account and detect and prevent fraud. We may contact administrators to provide information about their subscriptions, billing and updates to the Services, including information about new features, security or other technical issues. We may also contact

administrators regarding third-party inquiries we receive regarding use of the Services, as described in your agreement. Administrators will not be able to unsubscribe from these communications.

We may also contact administrators by phone or email regarding information and offers about other products and services.

## 4. Support Data

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Support Data is the information we collect when you submit a support request, including information about hardware, software, and other details related to the support incident, such as contact or authentication information, information about the condition of the machine and the application when the fault occurred and during diagnostics, system and registry data about software installations and hardware configurations, and error-tracking files.

Support may be provided through phone, e-mail, or online chat. We may use Remote Access ("RA"), with your permission, to temporarily navigate your machine. Phone conversations, online chat sessions, or RA sessions with support professionals may be recorded and/or monitored. We use Support Data as described in this privacy statement, to resolve your support incident and for training purposes.

Following a support incident, we may send you a survey about your experience and offerings. You must opt-out of support surveys separately from other communications provided by Cloudoko, by contacting Support or through the e-mail footer. To review and edit your personal information collected through our support services, please contact us by using our web form.

## 5. Cookies & Similar Technologies

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Cloudoko may use cookies (small text files placed on a device's hard disk by a web service) or similar technologies to provide the Services. For example, cookies and similar technologies such as web beacons may be used to store a user's preferences and settings, to gather web analytics, to authenticate a user or to detect fraud. In addition to the cookies Cloudoko may set when you visit Cloudoko sites, third parties that we have hired to provide certain services on our behalf, such as site analytics, may also set cookies when you visit Cloudoko sites. To learn more about how to control cookies and similar technologies, please see your Internet browser's documentation. Choices you make regarding the use of cookies may impact your use of the Services.

## 6. Services Applications

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Some Services may require, or may be enhanced by, the installation of local software (e.g., agents, device management applications) (“Apps”). This section of the Cloudoko Services Privacy Statement governs your use of those Cloudoko Apps that do not have their own privacy statements. At your or your end user’s direction, the Apps transmit data, which may include Customer Data from a device or appliance to or from the Services.

The Apps may collect other information about the use and performance of the Apps that may be transmitted to Cloudoko and analyzed for purposes of improving the quality, security, and integrity of Cloudoko products or services. Some Apps may have logging capabilities that permit you to transmit data to Cloudoko or to the Services for troubleshooting purposes.

## 7. Use of Subcontractors

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Cloudoko may hire subcontractors to provide services on its behalf. Any such subcontractors will be permitted to obtain data only to deliver the services Cloudoko has retained them to provide and will be prohibited from using data for any other purpose.

## 8. Disclosure of Data

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Cloudoko will not disclose Customer Data outside of Cloudoko or its controlled subsidiaries and affiliates except (1) as you direct, (2) with permission from an end user, (3) as described here or in your agreement(s), or (4) as required by law.

Cloudoko will not disclose Customer Data to law enforcement unless required by law. Should law enforcement contact Cloudoko with a demand for Customer Data, Cloudoko will attempt to redirect the law enforcement agency to request that data directly from you. If compelled to disclose Customer Data to law enforcement, then Cloudoko will promptly notify you and provide you a copy of the demand unless legally prohibited from doing so.

Upon receipt of any other third party request for Customer Data (such as requests from customer’s end users), Cloudoko will promptly notify you unless prohibited by law. If Cloudoko is not required by law to disclose the Customer Data, Cloudoko will reject the request. If the request is valid and Cloudoko could

be compelled to disclose the requested information, Cloudoko will attempt to redirect the third party to request the Customer Data from you.

Except as customer directs, Cloudoko will not provide any third party: (1) direct, indirect, blanket or unfettered access to Customer Data; (2) the platform encryption keys used to secure Customer Data or the ability to break such encryption; or (3) any kind of access to Customer Data if Cloudoko is aware that such data is used for purposes other than those stated in the request.

In support of the above, Cloudoko may provide your basic contact information to the third party.

We will not disclose Administrator Data or Support Data outside of Cloudoko or its controlled subsidiaries and affiliates except (1) as you direct, (2) with permission from an end user, (3) as described here or in your agreement(s), or (4) as required by law.

## 9. Security

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Cloudoko is committed to helping protect the security of your information. We have implemented and will maintain appropriate technical and organisational measures intended to protect your information against accidental loss, destruction, or alteration; unauthorised disclosure or access; or unlawful destruction.

For more information about the security of the Services, please visit the Services Trust Center(s) or documentation.

## 10. Data Location

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Cloudoko use Microsoft Azure infrastructure and operates no data centres of its own. Except as described below, Customer Data that Cloudoko (and indirectly Microsoft) processes on your behalf may be transferred to, and stored and processed in, the United States or any other country in which Microsoft or its affiliates or subcontractors maintain facilities. You appoint Cloudoko (and indirectly Microsoft) to perform any such transfer of Customer Data to any such country and to store and process Customer Data in order to provide the Services. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

## 11. Preview Releases

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Cloudoko may offer preview, beta or other pre-release features and services ("Previews") for optional evaluation. Previews may employ lesser or different privacy and security measures than those typically present in the Services. We may contact you to obtain your feedback about the Preview or your interest in continuing to use it after general release.

## 12. Changes to this Privacy Statement

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We will occasionally update our privacy statements to reflect customer feedback and changes in our Services. When we post changes to a statement, we will revise the "last updated" date at the top of the statement. If there are material changes to the statement or in how Cloudoko will use Services information, we will notify you either by posting a notice of such changes before they take effect or by directly sending you a notification. In the event of a conflict between the terms of any agreement(s) between you and Cloudoko and this privacy statement, the terms of those agreement(s) will control. We encourage you to periodically review the privacy statements for the products and services you use to learn how Cloudoko is protecting Services information.



[www.cloudoko.com](http://www.cloudoko.com)