

This Privacy Policy governs the use of the proprietary software product, namely Incontrol Inspect, Inspec4All and Dé Opleverapp. hereinafter separately or collectively referred to as “Software”, which are solely and completely owned by Maxd’Oro B.V. (www.maxdoro.nl).

This Privacy Policy applies to all the information, including Personal Information, which may be obtained through the use of Software and its Services. By using the Software and its Services, you acknowledge that you agree to this Privacy Policy. If you do not agree to this Privacy Policy, you must not use the Software and its Services. This Privacy Policy is a binding legal document between Maxd’Oro B.V. (“We,” “Us,” or “Our”) and the entity agreeing to this Privacy Policy (“You” or “Your”), which explains how we may collect, use, and disclose information we obtain through your use of the Software and its Services. We process personal information in compliance with applicable European data protection laws, including the General Data Protection Regulation 2016/679 (“GDPR”).

Information we collect

We collect data about you from a variety of sources, including:

- Information you provide to us directly;
- Information we collect in connection with your use of the Software and its Services; and
- If applicable, information we collect from the Software plug-ins and integrations with third-party products.

How we use your information

We use the information we collect to:

- Provide the services you request;
- Communicate with you, including support services;
- Report anonymized, aggregate usage statistics;
- Deliver marketing and other offers or information related to the Software and its services; and
- Improve the Software and its Services.

How we share and disclose your information

We do not share your Personal Information with other people or non-affiliated companies for their marketing purposes (including direct marketing purposes). We may use and share Non-Personal Information for our marketing purposes including to display advertisements on other websites. We may share information:

- With our third-party service suppliers and vendors;
- If the Software is merged or sold to another company;
- To protect and defend the rights and property of the Software (including enforcing our End User Agreement); and
- When required by law.

Definitions

The “**Software and its Services**” encompass the software application, which includes both the desktop(web) application and mobile applications, as well as services, plug-ins, downloadable software, and websites. However, it is important to note that this definition excludes those created by third parties, even when they are accessed through our Software.

The “**Software’s Public Services**” refer to Software Services offered via the public Internet and do not include Software Services installed on private infrastructure by our clients exclusively for their own use.

We consider “**Personal Information**” to include information that alone or when in combination with other information may be used to readily identify, contact, or locate you, such as: name, address, email address, or phone number. We do not consider Personal Information to include information that has been anonymized so that it does not allow a third party to easily identify a specific individual.

“**Non-Personal Information**” is all information other than Personal Information.

Information we collect

Personal information collection

Software and its Services may collect Personal Information from you, including when you register to evaluate, subscribe or obtain a license to a product or service; purchase a product or service; participate in surveys, contests, or sweepstakes; submit bugs; or contact customer service. The categories of Personal Information that Software and its Services may collect about you include: your name, email address, username, password, location, and billing and credit card information. Software's Public Services may also collect Personal Information you post while using Software and its Services, including in free-text fields or during group chat sessions. You should avoid posting your Personal Information in public areas because that information may be viewable to users of Software's Public Services and possibly the Internet.

Non-personal information collection

Software may collect Non-Personal Information as you use Software and its Services. When you use Software's Public Services, the Software, third-party service providers (e.g. Google Analytics), and partners may receive and record Non-Personal Information from cookies, server logs, and similar technology from your browser or mobile device, including your IP address. Cookies are small text files that are placed in visitors' computer browsers to uniquely identify and store their preferences. Most browsers allow you to block and delete cookies. However, if you do that, Software's Public Services may not work properly. Software may also use persistent cookies to collect Non-Personal Information for marketing purposes as users browse the Internet. Third-party products to the Software are not authorized by the Software to collect Personal Information through cookies or similar technologies without your permission. We may combine some Non-Personal Information with the Personal Information we collect. Where we do so, we will treat the combined information as Personal Information if the resulting combination may be used to readily identify or locate you in the same manner as Personal Information alone.

By using the Software and its Services, you are authorizing us to gather, parse, and retain data related to the provision and use of the Software

and its Services for our use as described in this Privacy Policy.

Use of the software and its services with third party plug-ins and integrations

If you choose to use the Software and its Services in connection with third-party products and services, the Software may have access to information from such third party products or services. The Software may collect information through your access of the third-party products and services, such as your name, username, email address along with Non-Personal Information about your third party plug-in usage.

The Software and its Services may also collect information as you use Google Apps or OneDrive. For example, if you choose to embed a Google document into the Software, the Software may collect information, including the document title, authors, type, ID, and URL. The Software and its Services collect only links to the content of Google Apps; they do not collect the actual content. For example, the Software and its Services do not store the contents of email, calendar meetings, or documents from Google Apps.

Google Workspace API's are not used to develop, improve or train generalized artificial intelligence (AI) and/ or machine learning (ML) models.

Incontrol AI and user consent

When using Incontrol AI, which leverages ChatGPT from OpenAI, users must consent to share specific information with OpenAI. This consent is required upon the first use of the feature. By using Incontrol AI, users acknowledge and agree that their input information will be sent to OpenAI for processing to provide responses. This information is handled in accordance with our privacy policy and OpenAI's data handling practices.

How we use your information

Internal and service-related usage

We use Personal Information for internal and service-related purposes only. There are very limited circumstances in which we may provide it to third parties to allow us to facilitate the Software and its Services.

To improve the software and its services

We may use any information you provide to:

- customer support services;
- Track the types of questions we receive;
- Analyze trends;
- Personalize your experience; and
- Otherwise operate and enhance the Software and its Services.

Communications

We shall send you a welcome email to verify your account and other transactional emails for operational purposes, such as product information, billing, account management, customer support or system maintenance. You may only stop those emails by terminating your account. We may also send you promotions, product announcements, surveys, newsletters, developer updates, product evaluations, and event information or other marketing or commercial e-mails. You can opt out of receiving these email communications from the Software at any time by unsubscribing using the unsubscribe link within each email, updating your e-mail preferences or emailing us to have your contact information removed from our email list or registration database. Although opt-out requests are usually processed immediately, please allow ten (10) business days for a removal request to be processed.

Marketing

We do not rent, sell, or share Personal Information about you with other people or non-affiliated companies for marketing purposes (including direct marketing purposes) without your permission. We may use and share Non-Personal Information for our marketing purposes, including, without limitation, marketing on other websites. For example, we may use the information to control the number of times you have seen an ad, deliver ads tailored to your interests, and measure the effectiveness of ad campaigns. You can prevent us from tailoring our ads to you on other websites by deleting your cookies.

Aggregate data

The Software may anonymize and aggregate data collected through the Software and its Services and use it for any purpose, including for research and reporting usage. This anonymized aggregate

information may be viewable to other users of the Software and its Services.

How we share and disclose your information

Vendors and suppliers

The Software and its Services use Personal Information for internal and service-related purposes only and may provide it to third parties to allow the Software to offer its Services. For example, the Software may share billing and credit information with our payment service provider for the purposes of processing payment transactions.

As required by law and similar disclosures

We may access, preserve, and disclose your Personal Information, other account information, and content if we believe doing so is required by law or if those actions are reasonably necessary to:

- Comply with legal process, such as a court order or subpoena;
- Enforce this Privacy Policy or our End User Agreement;
- Respond to claims that any content violates the rights of third parties;
- Respond to your requests for customer service;
- Respond to law enforcement;
- Investigate and prevent unauthorized transactions or other illegal activities; or
- Protect our or others' rights, property, or personal safety.

Merger, sale, or other asset transfers

We may disclose information we possess about you as part of a merger, acquisition, sale of company assets, or transition of service to another provider, as well as in the unlikely event of insolvency, bankruptcy, or receivership in which your Personal Information would be transferred as one of the business assets of the company. We do not guarantee that any entity receiving such information in connection with one of these transactions will comply with all terms of this Privacy Policy.

To others within your organization or with your permission

After a person demonstrates proof that he belongs to a certain organization, we may disclose to that person the names of that organization's members who have evaluated or purchased our software. We may also disclose your Personal Information with your permission.

Security of your information

We take steps to ensure that your information is treated securely and in accordance with this Privacy Policy. Unfortunately, the Internet cannot be guaranteed to be 100% secure, and we cannot ensure or warrant the security of any information you provide to us. We do not accept liability for unintentional disclosure.

By using the Software and its Services or providing Personal Information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Software and its Services. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on the Software or sending an email to you. You may have a legal right to receive this notice in writing. To receive a free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please notify us at support@maxdoro.nl (attention to our Privacy Officer).

Update and delete your information

You may update or remove some of your information using the Software and its Services or by sending us your request to support@maxdoro.nl.

International users

By choosing to visit the Software and its Services or otherwise providing information to us, you agree that any dispute over privacy or this Privacy Policy will be governed by Dutch law.

If you are visiting from the Australia and the United States or other regions with laws governing data collection and use, please note that you are agreeing to the transfer of your Personal

Information to the European Union to us. By providing your Personal Information, you consent to any transfer and processing in accordance with this Policy.

You also consent to the adjudication of any disputes arising in connection with us or the Software and its Services in accordance with the End User Agreement, as applicable.

Additional information

New uses of personal information and other information

From time to time, we may use information, including Personal Information, for new, unanticipated uses not previously disclosed in our Privacy Policy. If our information practices change regarding information previously collected, we will take reasonable efforts to provide notice and obtain consent to any such uses as required by law.

Posting of revised privacy policy

We will post any changes to this Privacy Policy on the website of the Software. The revised version will be effective at the time it is posted. If you are concerned about how your information is used, bookmark this page and read this Privacy Policy periodically.

Other websites, apps, and plug-ins

When you navigate away from the Software and its Services to websites or apps controlled by third parties, you leave the Software and its Services, at which point this Privacy Policy no longer applies. You will not receive a warning when you leave the Software and its Services. If you use third-party products available through the Software, this Privacy Policy does not control how they collect, use, and disclose information. However, we require third-parties who publish their products for distribution through our Software to provide privacy notices and agree to reasonably adequate privacy and security measures, as required by law.

If you have questions regarding this Privacy Policy, please email us at info@maxdoro.nl (attention to our Privacy Officer) or write us to the following address:



PRIVACY POLICY

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This Privacy Policy was last updated in July 2024.