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# ANNOTATE PRIVACY POLICY

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Effective 25 May 2018

Subsequent changes made to include references to UK GDPR.

This Privacy Policy describes how Annotate collects, uses and discloses information, and what choices you have with respect to the information.

When we refer to “**Annotate**”, we mean Annotate Software Limited and this is entity that acts as the controller or processor of your information, as explained in more detail in the “Identifying the Data Controller and Processor” section below.

## Applicability Of This Privacy Policy

This Privacy Policy applies to Annotate’s online document collaboration tools and platform, including the associated Annotate mobile and desktop applications (collectively, the “**Services**”), Annotate.com (the “**Website**”) and other interactions (e.g., customer service inquiries, user conferences, etc.) you may have with Annotate. **If you do not agree with the terms, do not access or use the Services, Websites or any other aspect of Annotate’s business.**

This Privacy Policy does not apply to any third-party applications or software that integrate with the Services through the Annotate platform (“**Third Party Services**”), or any other third-party products, services or businesses. In addition, a separate agreement, the Customer Terms of Service, governs delivery, access and use of the Services (the “**Customer Agreement**”), including the processing of any messages, files or other content submitted through Services accounts (collectively, “**Customer Data**”). The organization (e.g., your employer or another entity or person) that entered into the Customer Agreement (“**Customer**”) controls their instance of the Services (their “**Annotate Account Installation**”) and any associated Customer Data. If you have any questions about specific settings and privacy practices, please contact the Customer whose Workspace you use. If you have received an invitation to join a Workspace but have not yet created an account, you should request assistance from the Customer that sent the invitation.

## 1. Information We Collect and Receive

Annotate may collect and receive Customer Data and other information and data (“**Other Information**”) in a variety of ways:

- **Customer Data.** Customers or individuals granted access to the Annotate Service (either via the Website, or in respect of On Premise Services, through installation on the local machine) by a Customer (“**Authorised Users**”) routinely submit Customer Data to Annotate when using the Services.
- **Other Information.** Annotate also collects, generates and/or receives Other Information:
  - I. Annotate Account creation and Account Information. To create or update an Annotate Account, you or your Customer (e.g., your employer) supply Annotate with company details, an email address, phone number, password, domain and/or similar account details. In addition, Customers that purchase a paid version of the Services provide Annotate (or its payment processors) with billing details such as credit card information, banking information and/or a billing address.
  - II. Usage Information.  
We may collect certain user information (including personal information and/or sensitive personal information) in the following ways:

### Information You Provide To Us.

- (a) We collect information you provide directly to us including when you visit one of our websites, register for and/or use one of the Services. For example, we collect information when you register with us for an account, create or modify your profile and online account, access and use our Services (including but not limited to when you upload, download, collaborate (including notes you make on documents), or share files or other information including data or information you submit in Chats), participate in any interactive features of the Services.
- (b) The types of information we may collect directly from you include your name, username, email address, your picture, postal address, phone number, information about your data storage

preferences, employer's name, job title, transactional information (including services purchased or subscribed to and billing address) as well as any contact or other information you choose to provide. Please be aware that the information you choose to provide in your account profile may reveal or identify information that is not expressly stated (for example, if you choose to provide your picture, your picture may reveal your gender. We also store the files or other information (including data or information you submit in Chats) that you upload, submit or provide to the Services ("Content") in order to be able to provide you with the features and functionality of the Service.

- (c) The information of third parties such as name, email address, etc. as may be provided in order to enable the functionality and features of the Services. For example, if you invite a user to join Annotate, we will collect their email address in order to provide them with an invite to the Service in order to collaborate on the Content you designated.

**Information We Collect Automatically When You Use the Services. When you access or use the Services, we may automatically collect information about you, including:**

- (a) Usage Information: We monitor user activity in connection with the Services and may collect information about the applications and features you use, the websites you visit, the sizes and names of the files or folders you upload, download, share or access while using the Services, the Content you access and any actions taken in connection with the access and use of your Content in the Services.
- (b) Log Information: We log information about you when you access and use the Services including your Internet Protocol ("IP") address, access times, browser type and language, Internet Service Provider ("ISP"), the Web pages that you visit, the Content you use and the URL of the Web page you visited before navigating to the Services.
- (c) Device Information: If you access the Services from a mobile device, we collect information about the device, including the hardware model, operating system and version, unique device identifiers, mobile network information (as allowed by the mobile network) or platform information (as allowed by the specific platform type). We may ask for or access your location-based information from your mobile device with your consent through our mobile apps. . You can enable or disable this functionality in the mobile application settings.
- (d) Information Collected by Cookies and Other Tracking Technologies: We (including service providers who are working on our behalf) use various technologies to collect information, which may include saving cookies to your computer or mobile device. Cookies are small data files stored on your hard drive or in device memory that help us to improve the Services and your experience, customize your experience and preferences, allow you to access and use the Services without re-entering your member ID and/or password, understand which areas and features of the Services most popular and count visits are. We may also collect information using web beacons (also known as "tracking pixels"). Web beacons are electronic images (also called "gifs") that may be used in the Services or in emails that help us to deliver cookies, count visits, understand usage and campaign effectiveness and determine whether an email has been opened and acted upon. For more information about cookies and how to disable them, please see "Your Choices" below.
- (e) Third party cookies: the use of cookies by third parties you may sign-in from into the Services and/or third-party applications, is not covered by our Privacy Notice. We do not have access or control over such cookies.
- (f) Local Shared Objects ("LSO"): We use LSOs such as HTML 5 to collect and store information in order to provide certain features on our website. Third parties with whom we partner may also use LSOs in order to provide certain features on our website or to display advertising based upon your Web browsing activity. Various browsers may offer their own management tools for removing HTML5 LSOs.
- (g) Advertising Cookies: We partner with third parties to manage our advertising on other websites. Our third parties may use tracking technologies such as cookies to gather information about your activities on this website and other websites you visit in order to provide you advertising based upon your browsing activities and interests.

Generally, no one is under a statutory or contractual obligation to provide any Customer Data or Other Information (collectively, "**Information**"). However, certain Information is collected automatically and, if some Information, such as account setup details, is not provided, we may be unable to provide the Services.

## **2. How We Use Information**

Customer Data will be used by Annotate in accordance with Customer's instructions, including any applicable terms in the Customer Agreement and Customer's use of Services functionality, and as required by applicable law. Annotate is a processor of Customer Data and Customer (where the Customer is an entity) is the controller. Customer may, for example,

use the Services to grant and remove access to an Annotate account, assign roles and configure settings, access, modify, export, share and remove Customer Data and otherwise apply its policies to the Services.

Annotate uses Other Information in furtherance of our legitimate interests in operating our Services, Websites and business. More specifically, Annotate uses Other Information:

- **To provide, update, maintain and protect our Services, Websites and business.** This includes use of Other Information to support delivery of the Services under a Customer Agreement, prevent or address service errors, security or technical issues, analyze and monitor usage, trends and other activities or at an Authorised User's request.
- **As required by applicable law, legal process or regulation.**
- **To communicate with you by responding to your requests, comments and questions.** If you contact us, we may use your Other Information to respond.
- **To develop and provide search, learning and productivity tools and additional features.** Annotate tries to make the Services as useful as possible for Authorised Users. For example, we may improve search functionality by using Other Information to help determine and rank the relevance of content, or functionality or expertise to an Authorised User, make Services suggestions based on historical use and predictive models, identify organizational trends and insights, to customize a Services experience or create new productivity features and products.
- **To send emails and other communications.** We may send you service, technical and other administrative emails, messages and other types of communications. We may also contact you to inform you about changes in our Services, our Services offerings, and important Services-related notices, such as security and fraud notices. These communications are considered part of the Services and you may not opt out of them. In addition, we sometimes send emails about new product features, promotional communications or other news about Annotate. These are marketing messages, so you can control whether you receive them.
- **For billing, account management and other administrative matters.** Annotate may need to contact you for invoicing, account management and similar reasons and we use account data to administer accounts and keep track of billing and payments.
- **To investigate and help prevent security issues and abuse.**

If Information is aggregated or de-identified so it is no longer reasonably associated with an identified or identifiable natural person, Annotate may use it for any business purpose. To the extent Information is associated with an identified or identifiable natural person and is protected as personal data under applicable data protection law, it is referred to in this Privacy Policy as "**Personal Data**."

### 3. Data Retention

Annotate will retain Customer Data in accordance with a Customer's instructions, including any applicable terms in the Customer Agreement and Customer's use of Services functionality, and as required by applicable law. Depending on the Services plan, Customer may be able to customize its retention settings and apply those customized settings at the Workspace level, Topic Level, or other level. Customer may also apply different settings to messages, files or other types of Customer Data. The deletion of Customer Data and other use of the Services by Customer may result in the deletion and/or de-identification of certain associated Other Information. Annotate may retain Other Information pertaining to you for as long as necessary for the purposes described in this Privacy Policy. This may include keeping your Other Information after you have deactivated your account for the period of time needed for Annotate to pursue legitimate business interests, conduct audits, comply with (and demonstrate compliance with) legal obligations, resolve disputes and enforce our agreements.

### 4. How We Share And Disclose Information

This section describes how Annotate may share and disclose Information. Customers determine their own policies and practices for the sharing and disclosure of Information and Annotate does not control how they or any other third parties choose to share or disclose Information.

- **Customer's Instructions.** Annotate will solely share and disclose Customer Data in accordance with a Customer's instructions, including any applicable terms in the Customer Agreement and Customer's use of Services functionality, and in compliance with applicable law and legal process.

- **Displaying the Services.** When an Authorised User submits Other Information, it may be displayed to other Authorised Users in the same or connected Workspaces, Topics or Chats. For example, an Authorised User's email address may be displayed with their account profile.
- **Collaborating with Others.** The Services provide different ways for Authorised Users working in independent accounts to collaborate, such as shared Workspaces, Topics or Chats. Other Information, such as an Authorised User's profile Information, may be shared, with other users.
- **Customer Access.** Owners, administrators, Authorised Users and other Customer representatives and personnel may be able to access, modify or restrict access to Other Information. This may include, for example, your employer using Service features to export logs of account activity or accessing or modifying your profile details.
- **Third Party Service Providers and Partners.** We may engage third party companies or individuals as service providers or business partners to process Other Information and support our business. These third parties may, for example, provide virtual computing and storage services.
- **Third Party Services.** Customer may enable or permit Authorised Users to enable Third Party Services. When enabled, Annotate may share Other Information with Third Party Services. Third Party Services are not owned or controlled by Annotate and third parties that have been granted access to Other Information may have their own policies and practices for its collection and use. Please check the privacy settings and notices in these Third-Party Services or contact the provider for any questions.
- **Corporate Affiliates.** Annotate may share Other Information with its corporate affiliates, parents and/or subsidiaries.
- **During a Change to Annotate's Business.** If Annotate engages in a merger, acquisition, bankruptcy, dissolution, reorganization, sale of some or all of Annotate's assets or stock, financing, public offering of securities, acquisition of all or a portion of our business, a similar transaction or proceeding, or steps in contemplation of such activities (e.g. due diligence), some or all Other Information may be shared or transferred, subject to standard confidentiality arrangements.
- **Aggregated or De-identified Data.** We may disclose or use aggregated or de-identified Other Information for any purpose. For example, we may share aggregated or de-identified Other Information with prospects or partners for business or research purposes, such as telling a prospective Annotate customer the average amount of time spent within a typical Workspace.
- **To Comply with Laws.** If we receive a request for information, we may disclose Other Information if we reasonably believe disclosure is in accordance with or required by any applicable law, regulation or legal process.
- **To enforce our rights, prevent fraud, and for safety.** To protect and defend the rights, property or safety of Annotate or third parties, including enforcing contracts or policies, or in connection with investigating and preventing fraud or security issues.
- **With Consent.** Annotate may share Other Information with third parties when we have consent to do so.

## 5. Security

Annotate takes security of data very seriously. Annotate works hard to protect Other Information you provide from loss, misuse, and unauthorised access or disclosure. These steps consider the sensitivity of the Other Information we collect, process and store, and the current state of technology. All content uploaded to the Annotate Platform is stored in a workspace, topic or chat, and can only be accessed by people you invite. Customer can also set user roles and groups, to grant some people view-only permission, allow others to upload their documents to the workspace too and set several other privileges. All documents and notes are served via HTTPS which ensures the data is encrypted over the internet. Regular off-site backups help keep your data safe. We can also arrange for a private server for your company, and behind-the-firewall installations for particularly sensitive documents. Annotate cannot guarantee that Information, during transmission through the Internet or while stored on our systems or otherwise in our care, will be absolutely safe from intrusion by others

Should you have any further questions or comments regarding Information Security at Annotate, please contact our Information Security team at [security@annotate.com](mailto:security@annotate.com)

## 6. Changes to This Privacy Policy

Annotate may change this Privacy Policy from time to time. Laws, regulations and industry standards evolve, which may make those changes necessary, or we may make changes to our business. We will post the changes to this page and

encourage you to review our Privacy Policy to stay informed. If we make changes that materially alter your privacy rights, Annotate will provide additional notice, such as via email or through the Services. If you disagree with the changes to this Privacy Policy, you should deactivate your Services account. Contact the Customer if you wish to request the removal of Personal Data under their control.

## **7. International Data Transfers**

We may transfer your Personal Data to countries other than the one in which you live. We deploy the following safeguard if we transfer Personal Data originating from the UK, European Union or Switzerland to other countries not deemed adequate under applicable data protection law: EU's Standard Contractual Clauses and the UK's International Data Transfer Agreement.

## **8. Data Protection Officer**

To communicate with our Data Protection Officer, please email [privacy@annotate.com](mailto:privacy@annotate.com)

## **9. Identifying The Data Controller And Processor**

Data protection law in certain jurisdictions differentiates between the “controller” and “processor” of information. In general, Customer is the controller of Customer Data. In general, Annotate is the processor of Customer Data and the controller of Other Information.

## **10. Your Rights**

Individuals located in certain countries, including the UK and European Economic Area, have certain statutory rights in relation to their personal data. Subject to any exemptions provided by law, you may have the right to request access to Information, as well as to seek to update, delete or correct this Information. You can usually do this using the settings and tools provided in your Services account. If you cannot use the settings and tools, contact the Customer for additional access and assistance. Please check for Customer contact information.

To the extent that Annotate's processing of your Personal Data is subject to the General Data Protection Regulation, Annotate relies on its legitimate interests, described above, to process your data. Annotate may also process Other Information that constitutes your Personal Data for direct marketing purposes and you have a right to object to Annotate's use of your Personal Data for this purpose at any time.

## **11. Data Protection Authority**

Subject to applicable law, you also have the right to (i) restrict Annotate's use of Other Information that constitutes your Personal Data and (ii) lodge a complaint with your local data protection authority. If you are a resident of the UK or European Economic Area and believe we maintain your Personal Data within the scope of the General Data Protection Regulation (GDPR) or UK GDPR, you may direct questions or complaints to our lead supervisory authority:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

Tel: +44303 123 1113 (local rate) or +441625 545 745 if you prefer to use a national rate number

The Opus 2 Group (of which Annotate is a part of) has appointed EDPO as its representative in the EU. EDPO can be contacted using the online form at <https://edpo.com/gdpr-data-request/> or by post at Avenue Huart Hamoir 71, 1030 Brussels, Belgium. Please indicate “Opus 2 – Annotate” as the company to which your request relates.

[casework@ico.org.uk](mailto:casework@ico.org.uk).

## **12. Contacting Annotate**

Please also feel free to contact Annotate if you have any questions about this Privacy Policy or Annotate's practices, or if you are seeking to exercise any of your statutory rights. You may contact us at [privacy@annotate.com](mailto:privacy@annotate.com)