

AgileDesigner Terms of Service

Effective: February 12, 2020

IMPORTANT, READ CAREFULLY : YOUR USE OF AND ACCESS TO THE WEBSITE AND PRODUCTS AND SERVICES AND ASSOCIATED SOFTWARE (COLLECTIVELY, THE "SERVICES") IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS, WHICH INCLUDE YOUR AGREEMENT TO ARBITRATE CLAIMS. PLEASE REVIEW THOROUGHLY BEFORE ACCEPTING.

BY CLICKING/CHECKING THE "I AGREE" BUTTON/BOX, ACCESSING OUR WEBSITE OR BY UTILIZING OUR SERVICES YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ALL EXHIBITS, ORDER FORMS, AND INCORPORATED POLICIES (THE "AGREEMENT"). OUR SERVICES ARE NOT AVAILABLE TO PERSONS WHO ARE NOT LEGALLY ELIGIBLE TO BE BOUND BY THESE TERMS OF SERVICE.

AgileDesigner will provide the Services, and you may access and use the Services, in accordance with this Agreement. If You order Services through an on-line registration page or an order form (each an "Order Form"), the Order Form may contain additional terms and conditions and information regarding the Services you are ordering. Unless otherwise expressly set forth in any such additional terms and conditions applicable to the specific Service which You choose to use, those additional terms are hereby incorporated into this Agreement in relation to Your use of that Service.

System Requirements

Use of the Services requires one or more compatible devices, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Services involves hardware, software, and Internet access, Your ability to access and use the Services may be affected by the performance of these factors. High speed Internet access is recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are Your responsibility.

1. DEFINITIONS

The following definitions will apply in this Agreement, and any reference to the singular includes a reference to the plural and vice versa.

"AgileDesigner" means the contracting entity providing the service: Mapsoft Sweden AB (org no 559226-6794), a Swedish company.

"Affiliate" means, with respect to a Party, any entity that directly or indirectly controls, is controlled by or is under common control with that Party. For purposes of this Agreement, "control" means an economic or voting interest of at least fifty percent (50%) or, in the absence of such economic or voting interest, the power to direct or cause the direction of the management and set the policies of such entity.

"End User" means an individual who is an identified employee, contractor, or agent and who uses the Services.

"Initial Subscription Term" means the initial subscription term for a Service as specified in an Order Form.

"Service Effective Date" means the date an Initial Subscription Term begins as specified in an Order Form.

"Renewal Term" means the renewal subscription term for a Service commencing after the Initial Subscription Term or another Renewal Term as specified in an Order Form.

2. SERVICES

AgileDesigner will provide the Services as described on the Order Form, and regular updates to the Services that are made generally available by us during the term. Your use of any new features and functionality added to the Services may be subject to additional or different terms relating to such new features and functionality. We may alter or remove functionality from the Services at any time without prior notice.

3. USE OF SERVICES AND YOUR RESPONSIBILITIES

You may only use the Services pursuant to the terms of this Agreement. You are solely responsible for Your and Your End Users' use of the Services and shall abide by, and ensure compliance with, all Laws in connection with Your and each End User's use of the Services, including but not limited to Laws related to intellectual property and privacy. Use of the Services is void where prohibited.

a. Registration Information. You may be required to provide information about Yourself in order to register for and/or use certain Services. You agree that any such information shall be accurate. You may also be asked to choose a user name and password. You are entirely responsible for maintaining the security of Your user name and password and agree not to disclose such to any third party.

b. Your Content. You agree that You are solely responsible for the content ("Content") sent or transmitted by You or displayed or uploaded by You in using the Services and for compliance with all Laws pertaining to the Content, including, but not limited to, Laws requiring You to obtain the consent of a third party to use the Content and to provide appropriate notices of third party rights. You represent and warrant that You have the right to upload the Content to AgileDesigner and that such use does not violate or infringe on any rights of any third party. Under no circumstances will AgileDesigner be liable in any way for any (a) Content that is transmitted or viewed while using the Services, (b) errors or omissions in the Content, or (c) any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to Content. Although AgileDesigner is not responsible for any Content, AgileDesigner may delete any Content, at any time without notice to You, if AgileDesigner becomes aware that it violates any provision of this Agreement, or any law. You retain copyright and any other rights You already hold in Content which You submit, post or display on or through, the Services.

c. Prohibited Use. You agree that You will not use, and will not permit any End User to use, the Services to: (i) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Services; (ii) knowingly or negligently use the Services in a way that abuses, interferes with, or disrupts AgileDesigner's networks, Your accounts, or the Services; (iii) engage in activity that is illegal,

fraudulent, false, or misleading, (iv) transmit through the Services any material that may infringe the intellectual property or other rights of third parties; (v) build or benchmark a competitive product or service, or copy any features, functions or graphics of the Services; or (vi) use the Services to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation; (vii) upload or transmit any software, Content or code that does or is intended to harm, disable, destroy or adversely affect performance of the Services in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of AgileDesigner or other users of Services; (viii) engage in any activity or use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, or any servers or networks connected to the Services or AgileDesigner's security systems. (ix) use the Services in violation of any AgileDesigner policy or in a manner that violates applicable law, including but not limited to anti-spam, privacy, and anti-terrorism laws and regulations and laws requiring the consent of subjects of audio and video recordings, and You agree that You are solely responsible for compliance with all such laws and regulations.

d. Limitations on Use. You may not reproduce, resell, or distribute the Services or any reports or data generated by the Services for any purpose unless You have been specifically permitted to do so under a separate agreement with AgileDesigner. You may not offer or enable any third parties to use the Services purchased by You, display on any website or otherwise publish the Services or any Content obtained from a Service (other than Content created by You) or otherwise generate income from the Services or use the Services for the development, production or marketing of a service or product substantially similar to the Services.

4. RESPONSIBILITY FOR END USERS

You are responsible for the activities of all End Users who access or use the Services through your account and you agree to ensure that any such End User will comply with the terms of this Agreement and any AgileDesigner policies. AgileDesigner assumes no responsibility or liability for violations. If You become aware of any violation of this Agreement in connection with use of the Services by any person, please contact AgileDesigner at support@agiledesigner.se. AgileDesigner may investigate any complaints and violations that come to its attention and may take any (or no) action that it believes is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or User profiles. Under no circumstances will AgileDesigner be liable in any way for any data or other content viewed while using the Services, including, but not limited to, any errors or omissions in any such data or content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content.

5. AGILEDESIGNER OBLIGATIONS FOR CONTENT

AgileDesigner will maintain reasonable physical and technical safeguards to prevent unauthorized disclosure of or access to Content, in accordance with industry standards. AgileDesigner will notify You if it becomes aware of unauthorized access to Content. AgileDesigner will not access, view or process Content except (a) as provided for in this

Agreement and in AgileDesigner's Privacy Policy; (b) as authorized or instructed by You, (c) as required to perform its obligations under this Agreement; or (d) as required by Law. AgileDesigner has no other obligations with respect to Content.

6. ELIGIBILITY

You affirm that You are of legal age and are otherwise fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. Although we cannot absolutely control whether minors gain unauthorized access to the Services, access may be terminated without warning if we believe that You are underage or otherwise ineligible.

7. PROFESSIONAL USE

You may subscribe to and use the Services for business purposes, and You agree, if You are an individual, that the Services are being purchased in a business or professional capacity.

8. CHARGES AND CANCELLATION

You agree that AgileDesigner may charge to Your credit card or other payment mechanism selected by You and approved by AgileDesigner ("Your Account") all amounts due and owing for the Services, including taxes and service fees, set up fees, subscription fees, or any other fee or charge associated with Your Account. AgileDesigner may change prices at any time, including changing from a free service to a paid service and charging for Services that were previously offered free of charge; provided, however, that AgileDesigner will provide you with prior notice and an opportunity to cancel Your Account if AgileDesigner changes the price of a Service to which you are subscribed and will not charge you for a previously free Service unless you have been notified of the applicable fees and agreed to pay such fees. You agree that in the event AgileDesigner is unable to collect the fees owed to AgileDesigner for the Services through Your Account, AgileDesigner may take any other steps it deems necessary to collect such fees from You and that You will be responsible for all costs and expenses incurred by AgileDesigner in connection with such collection activity, including collection fees, court costs and attorneys' fees. You further agree that AgileDesigner may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due. You may cancel your subscription at any time. If you cancel, you will not be billed for any additional terms of service, and service will continue until the end of the current Subscription Term. If you cancel, you will not receive a refund for any service already paid for.

9. TERMINATION

If You fail to comply with any provision of this Agreement, AgileDesigner may terminate this Agreement immediately and retain any fees previously paid by You. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability. Upon any termination of this Agreement, You must cease any further use of the Services. If at any time You are not happy with the Services, Your sole remedy is to cease using the Services and follow this termination process.

10. PROPRIETARY RIGHTS

AgileDesigner and/or its suppliers, as applicable, retain ownership of all proprietary rights in the Services and in all trade names, trademarks, service marks, logos, and domain names ("AgileDesigner Marks") associated or displayed with the Services. You may not frame or utilize framing techniques to enclose any AgileDesigner Marks, or other proprietary information (including images, text, page layout, or form) of AgileDesigner without express written consent. You may not use any meta tags or any other "hidden text" utilizing AgileDesigner Marks without AgileDesigner's express written consent.

11. COPYRIGHT

You may not post, modify, distribute, or reproduce in any way copyrighted material, trademarks, rights of publicity or other proprietary rights without obtaining the prior written consent of the owner of such proprietary rights. AgileDesigner may deny access to the Services to any User who is alleged to infringe another party's copyright.

12. INJUNCTIVE RELIEF

You acknowledge that any use of the Services contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Services, may cause irreparable injury to AgileDesigner, its Affiliates, suppliers and any other party authorized by AgileDesigner to resell, distribute, or promote the Services ("Resellers"), and under such circumstances AgileDesigner, its Affiliates, suppliers and Resellers will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

13. DISCLAIMER

YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED "AS IS" AND AGILEDESIGNER, ITS AFFILIATES, SUPPLIERS AND RESELLERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. AGILEDESIGNER, ITS AFFILIATES, SUPPLIERS AND RESELLERS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES IS AT YOUR SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE SERVICES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES REMAINS WITH YOU. AGILEDESIGNER DOES NOT ASSUME ANY RESPONSIBILITY FOR RETENTION OF ANY USER INFORMATION OR COMMUNICATIONS BETWEEN USERS. AGILEDESIGNER CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SERVICES. USE IS AT YOUR OWN RISK.

14. INDEMNIFICATION

You agree to indemnify, defend and hold harmless AgileDesigner, its affiliates, officers, directors, employees, consultants, agents, suppliers and Resellers from any and all third

party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Your use of the Services, Your violation of this Agreement or the infringement or violation by You or any other user of Your account, of any intellectual property or other right of any person or entity or applicable law.

15. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL AGILEDESIGNER OR ITS AFFILIATES, SUPPLIERS OR RESELLERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS OR DAMAGE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES OR THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL OR OTHER SUPPORT SERVICES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF AGILEDESIGNER, ITS AFFILIATES, SUPPLIERS OR RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, AGILEDESIGNER'S, ITS AFFILIATES', SUPPLIERS' AND RESELLERS' MAXIMUM CUMULATIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES (IF ANY) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIMS.

16. EMBARGOES

You represent and warrant that you are not barred by any applicable laws from being supplied with the Service. The Service may not be used in any country that is subject to an embargo by the United States or European Union applicable to the Service. You will ensure that: you do not use the Service in violation of any export restriction or embargo by the United States; and you do not provide access to the Service to persons on the U.S. Department of Commerce's Denied Persons List or Entity List, or the U.S. Treasury Department's list of Specially Designated Nationals.

17. PRIVACY POLICY

Use of the Services is also subject to AgileDesigner's Privacy Policy, a link to which is located at the footer on AgileDesigner's website. The Privacy Policy is incorporated into this Agreement by this reference. By clicking/checking the "I agree" button/box You agree to receive marketing messages regarding AgileDesigner but you can choose to stop receiving marketing messages at any time by contacting us as described in the Privacy Policy. Additionally, You understand and agree that AgileDesigner may contact You via e-mail or otherwise with information relevant to Your use of the Services, regardless of whether You have opted out of receiving marketing communications or notices.

18. FORCE MAJEURE

Neither Party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, governmental action, or internet disturbance) that was beyond the party's reasonable control.

19. MISCELLANEOUS

19.1 Choice of Law and Forum. This Agreement shall be governed by and construed under the laws of Sweden. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the “SCC”). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The arbitration shall take place in Sweden, in the Swedish language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys’ fees.

19.2 Waiver and Severability. Failure by either Party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.

19.3 General Provisions. This Agreement embodies the entire understanding and agreement between the Parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the Parties respecting such subject matter, except that if You or Your company have executed a separate written agreement or you have signed an order form referencing a separate agreement governing your use of the Services, then such agreement shall control to the extent that any provision of this Agreement conflicts with the terms of such agreement. AgileDesigner may elect to change or supplement the terms of this Agreement from time to time at its sole discretion. AgileDesigner will exercise commercially reasonable business efforts to provide notice to You of any material changes to this Agreement. Within ten (10) business days of posting changes to this Agreement (or ten (10) business days from the date of notice, if such is provided), they will be binding on You. If You do not agree with the changes, You should discontinue using the Services. If You continue using the Services after such ten-business-day period, You will be deemed to have accepted the changes to the terms of this Agreement. In order to participate in certain Services, You may be notified that You are required to download software and/or agree to additional terms and conditions. Unless expressly set forth in such additional terms and conditions, those additional terms are hereby incorporated into this Agreement. This Agreement has been prepared in the English Language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes.

19.4 Assignment. You may not delegate, subcontract, transfer or assign this Agreement or any of its rights or obligations, without the prior written consent by AgileDesigner.

AgileDesigner Privacy Policy

Last updated: January 27 , 2020.

INTRODUCTION

We respect the privacy of our users. This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you use our service AgileDesigner.

We reserve the right to make changes to this Privacy Policy at any time and for any reason. We will notify you of any changes by posting the new Privacy Policy. We will let you know via email and/or a prominent notice on our web site, prior to the change becoming effective and update the "Last updated" date at the top of this Privacy Policy.

You are encouraged to periodically review this Privacy Policy to stay informed of updates. You will be deemed to have been made aware of, will be subject to, and will be deemed to have accepted the changes in any revised Privacy Policy by your continued use of AgileDesigner after the date such revised Privacy Policy is posted.

COLLECTION OF YOUR INFORMATION

Our use of your personal information may be based on our legitimate interest to ensure safety and security, provide customer support and other common business interests. It can also be based on the contract that we have in place after you accept our Terms & Conditions for our service. For direct marketing purposes, our use is based on your consent. The information we may collect includes:

Personal Data

Personally identifiable information, such as your name, address, email address and telephone number that you voluntarily give to us when you register with the service.

Financial Data

Financial information, such as data related to your payment method (e.g. valid credit card number, card brand, expiration date) that we may collect when you purchase, order, return, exchange, or request information about our services. We store only very limited, if any, financial information that we collect. Otherwise, all financial information is stored by our payment processor used through Wix.com inc and you are encouraged to review their privacy policy and contact them directly for responses to your questions.

Data From Contests, Giveaways, and Surveys

Personal and other information you may provide when entering contests or giveaways and/or responding to surveys.

Usage Data

Usage Data is collected automatically when browsing our website or using AgileDesigner. Usage Data may include information such as your device's Internet Protocol address (e.g. IP address), operating system, browser type, browser version, the pages of our service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

USE OF YOUR INFORMATION

Having accurate information about you permits us to provide you with a smooth, efficient, secure and customized experience. Specifically, we may use information collected about you to:

- For the performance of a contract: the development, compliance and undertaking of the purchase contract for AgileDesigner.
- Create and manage your account.
- Contact you regarding your account or order.
- Fulfill and manage purchases, orders, payments, and other transactions.
- Provide and maintain the service, including to monitor and analyze usage and trends to improve your experience with AgileDesigner.
- Notify you of updates to AgileDesigner.
- Offer new products, services, and/or recommendations to you.
- Enable user-to-user communications.
- Increase the efficiency and operation of AgileDesigner.
- Administer sweepstakes, promotions, and contests.
- Assist law enforcement and respond to subpoena.
- Compile anonymous statistical data and analysis for use internally or with third parties.
- Prevent fraudulent transactions, monitor against theft, and protect against criminal activity.
- Process payments and refunds.
- Request feedback and contact you about your use of AgileDesigner.
- Resolve disputes and troubleshoot problems.
- Respond to product and customer service requests.
- Send you a newsletter.
- Solicit support for AgileDesigner.

DISCLOSURE OF YOUR INFORMATION

We do not sell any of your personal information. We may share information we have collected about you in certain situations. Your information may be disclosed as follows:

By Law or to Protect Rights

If we believe the release of information about you is necessary to respond to legal process, to investigate or remedy potential violations of our policies, or to protect the rights,

property, and safety of others, we may share your information as permitted or required by any applicable law, rule, or regulation. This includes exchanging information with other entities for fraud protection and credit risk reduction.

Third-Party Service Providers

We may share your information with third parties that perform services for us or on our behalf, including payment processing, data analysis, email delivery, hosting services, customer service, and marketing assistance, as permitted by law.

For Business Transfers

We may share or transfer your information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.

With Affiliates

We may share your information with our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates may include subsidiaries, joint venture partners or other companies that we control or that are under common control with us.

With Other Users

When you share information or otherwise interact in the public areas with other users, such information may be viewed by all users and may be publicly distributed outside. If you interact with other users or register through a social media service, your contacts on the social media service may see your name, profile, pictures and description of your activity. Similarly, other users will be able to view descriptions of your activity, communicate with you and view your profile.

RETENTION OF YOUR INFORMATION

We will retain your information only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use information to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

We will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our service, or we are legally obligated to retain this data for longer time periods.

TRANSFER OF YOUR PERSONAL INFORMATION

Your information is processed where the parties involved in the processing are located. It means that this information may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction. Your consent to this

Privacy Policy followed by your submission of such information represents your agreement to that transfer. We will take all steps reasonably necessary to ensure that your information is treated securely and in accordance with this Privacy Policy and no transfer of your information will take place to an organization or a country unless there are adequate controls in place including the security of your information in accordance with applicable data protection and privacy laws. Your information is primarily processed within the European Economic Area (EEA). However, some information is processed in the US and in this case we require that all our vendors adhere to the relevant EU-US Privacy Shield Principles. To learn more about the Privacy Shield program, see the US Department of Commerce's Privacy Shield website located at <https://www.privacyshield.gov>.

TRACKING TECHNOLOGIES

Website Analytics

We use selected third-party vendors (such as Google Analytics and wix.com) to allow tracking technologies and remarketing services through the use of first party cookies and third-party cookies, to, among other things, analyze and track users' use of our website, determine the popularity of certain content and better understand online activity. By accessing our website and our services, you consent to the collection and use of your information by these third-party vendors. More information about how we handle cookies can be found on www.agiledesigner.se/cookie-policy.

OPTIONS REGARDING YOUR INFORMATION

Account Information

You may at any time review or change the information in your account by logging into your account settings and updating your account.

Withdrawing Your Consent

We rely primarily on consent as the legal basis for processing your personal information and you may withdraw your consent at any time by contacting us using the contact information provided below.

If you no longer wish to receive correspondence, emails, or other communications from us, you may withdraw your consent to direct marketing at any time by contacting us using the contact information provided below.

SECURITY OF YOUR INFORMATION

The security of your information is important to us. We use administrative, technical, and physical security measures to help protect your information, for example:

- Access to your account is controlled by a strong password and a user name that is unique to you. You must prevent unauthorized access to your account and personal information by selecting and protecting your password appropriately and limiting access to your computer or device and browser by signing off after you have finished accessing your account.

- We store your information on secure servers in the Amazon cloud.

More information about our security measures can be found on www.agiledesigner.se/security.

YOUR RIGHTS AS A DATA SUBJECT

You have rights as a data subject. These rights are:

1. **The right to be informed** – this means we must inform you how we are going to use your personal information. We do this through this Privacy Policy and by informing you how your data will be used each time we collect it.
2. **The right of access** – you have the right to access your personal information that we hold. This is called a subject access request. We must respond to your request within one month. To request access to your data, please email info@agiledesigner.se. It is very helpful if you tell us what of your personal information you are seeking.
3. **The right to rectification** – if you think the data we hold on you is incorrect, tell us so we can put it right. You can do this by sending an email to info@agiledesigner.se.
4. **The right to be forgotten** – under certain circumstances, you have the right to request that we delete your data. We will do so, provided that we do not have a compelling reason for keeping it, such as legal obligations. To request this, please email info@agiledesigner.se.
5. **The right to restrict processing** – you can request that we limit the way we use your personal data. To request this, please email info@agiledesigner.se.
6. **The right to data portability** – you can obtain and reuse your personal data for your own purposes across different services. To request this, please email info@agiledesigner.se.
7. **The right to object** – you have the right to object to processing of your personal data in certain circumstances: a) Direct marketing - you can opt out of direct marketing any time by sending an email to info@agiledesigner.se. b) Any processing where our lawful basis is based on legitimate interest (see above). If you would like to formally object to any of our legitimate interest processing, please email info@agiledesigner.se.
8. **Rights in relation to automated decision making and profiling** – you have the right not to be subject to a decision based solely on automated processing and you can request a review of automated processing. Automated processing is not something we currently do. If that ever changes, this policy will be updated accordingly.

We are committed to upholding your rights as a data subject. If you think we have not done so, please contact us at info@agiledesigner.se. If you are not satisfied with our response, you have the right to submit a complaint to the supervisory authority in your country of residence, country of work or country of alleged infringement (in Sweden: Datainspektionen, <https://www.datainspektionen.se>).

CONTACT US

If you have questions, comments or concerns about this Privacy Policy, please contact us at:

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