

## **PRIVACY POLICY FOR THE LT SERVICE AND APPLICATIONS (NON-US VERSION)**

The Company with which you have entered into Terms of Service ("**we**" or "**us**" or "**our**") is committed to protecting and respecting your privacy.

This policy (together with our Terms of Service) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Capitalised terms in this policy have the same meanings as in the Terms of Service.

Please read the following carefully to understand the applicable laws and our practices regarding your personal data and how we will treat it. By using the Service including [www.kuracloud.com](http://www.kuracloud.com), and any mobile or other Apps, you are accepting and consenting to the applicable laws and practices described in this policy.

If you have any questions about this policy, please contact our Data Protection and Privacy Officer at [privacy@adinstruments.com](mailto:privacy@adinstruments.com).

### **1. INFORMATION WE MAY COLLECT FROM YOU**

We may collect and process the following information about you:

#### **1.1 Information you give us**

You may give us information about you by using the Service or Apps or by corresponding with us by phone, email or otherwise. This includes information you provide when you use the Service or Apps. The information you give us may include your name, address, email address and any image, video, audio, animation, text, and any other data captured via the Apps. In using the Services, in particular the sampling panel and other data acquisition features, you may provide us with certain biological information about yourself, such as information about heat, muscle, and brain activity and function.

#### **1.2 Information we collect about you**

With regard to each of your visits to the Service we may automatically collect the following information:

- 1.2.1 technical information, including the Internet protocol ("**IP**") address used to connect your computer to the Internet, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
- 1.2.2 anonymised and aggregated information about visits, including page response times and download errors;
- 1.2.3 any phone number, email or address used to contact our customer service team or information provided in this correspondence;
- 1.2.4 the date and time of the creation of your account.

## **2. COOKIES**

- 2.1 The Service uses essential cookies to distinguish you from other users of the Service and Apps.

## **3. USES MADE OF THE INFORMATION**

We use information held about you in the following ways:

### **3.1 Information you give to us**

#### **3.1.1 We will use this information:**

- (a) to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us;
- (b) to notify you about changes to our Service and Apps;
- (c) to ensure that content from our Service and Apps is presented in the most effective manner for you and for your Device; and
- (d) to guide the development of the Content.

- 3.1.2 We will only use your biological information to provide the Services to you. We will not use such information for any other purpose. We will not share your biological information with any third party, except as needed to provide the Services to you.

### **3.2 Information we collect about you**

We will use this information:

- 3.2.1 to issue invoices and for account management purposes;
- 3.2.2 to administer the Service and Apps and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- 3.2.3 to improve the Service and Apps to ensure that content is presented in the most effective manner for you and for your Device;
- 3.2.4 if you are an educator, to enable you to measure the success of and improve your teaching;
- 3.2.5 to allow you to participate in interactive features of our Service and Apps, when you choose to do so; and
- 3.2.6 as part of our efforts to keep the Service and Apps safe and secure.

## **4. DISCLOSURE OF YOUR INFORMATION**

- 4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, we shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

- 4.2 We may share your personal information with any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries.

- 4.3 We may share your anonymised and aggregated information with selected third parties including business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you.
- 4.4 Where you participate in a group or elect to share your information with other groups, the Service and Apps will allow you to share certain personal or other information of yours with those groups in order to provide the Services and Apps to you and to others. For example, you may share lab data with other members of your group, other groups, or your instructor as part of your lab course work.
- 4.5 We may disclose your personal information to third parties:
- 4.5.1 in the event that we sell or buy any business or assets, we may disclose your personal information to the prospective seller or buyer of such business or assets;
  - 4.5.2 if our assets, or substantially all of our assets are acquired by a third party, personal information held by us about you will be one of the transferred assets; or
  - 4.5.3 if we are under a duty to disclose or share your personal information in order to comply with any legal obligation, or in order to enforce or apply our Terms of Service or our framework subscription agreement and other agreements; or to protect our rights, property, or safety of the rights, property, or safety of our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and law enforcement.

## **5. WHERE WE STORE YOUR PERSONAL INFORMATION**

- 5.1 The information that we collect from you may be transferred to, and stored in, a country other than where you are located. It may also be processed outside your location by staff who work for us or for one of our suppliers. Such staff may be engaged in, among other things, the provision of support services. By submitting your personal information, you agree to this transfer, storing or processing.
- 5.2 We will delete your User Content within three years after you terminate your account or earlier upon request.
- 5.3 All information you provide to us is stored on our secure servers. Where you have chosen a password, which enables you to access our Service, you are responsible for keeping this password confidential. You should not share this password with anyone.
- 5.4 Unfortunately, the transmission of information via the internet is not completely secure. Although we will work hard to protect your personal information, we cannot guarantee the security of your information transmitted to the Service; use of the Service and Apps is at your own risk.

## **6. YOUR RIGHTS**

We will comply with your instructions to action requests from individuals exercising their data protection rights under all applicable data protection laws.

## **7. BE CAREFUL WHEN YOU SHARE INFORMATION WITH OTHERS**

Please be aware that whenever you share information through the Apps or Services, that information may be accessed by others. In addition, please remember that when you share information in any other communications with third parties, that information may be passed along or made public by others. This means that anyone with access to such information can potentially use it for any purpose, including sending unsolicited communications.

## **8. CHILDREN'S RIGHTS**

- 8.1 The Service and Apps are intended for users who are 18 years old or older. If you are under the age of capacity in your country of residence, and consequently deemed to be a minor, but still over 13 years old, you must ensure that your parent or legal guardian agrees to the Terms of Service on your behalf.
- 8.2 We do not knowingly collect personal information from children under the age of 13. If we become aware that we have inadvertently received personal information from a child under the age of 13, we will delete such information from our records.

## **9. CHANGES TO OUR PRIVACY POLICY**

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by email. Please check back frequently to see any updates or changes to our privacy policy. The changes will go into effect on the "Last updated" date shown in the revised privacy policy. By continuing to use the Service or Apps, you are consenting to the revised privacy policy.

## **10. CONTACT**

Please contact our Data Protection and Privacy Officer at [privacy@adinstruments.com](mailto:privacy@adinstruments.com). If you have any questions, comments or requests regarding this Privacy Policy.

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