

ESKA Cloud

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- b) you fail to pay the License fee for a period of two weeks.

You or we may terminate this License by giving the other party three months prior written notice.

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- b) you must immediately cease all activities authorized by this License.

If you provide written request to us to terminate this License, then we shall use reasonable endeavors to permanently delete all client data as soon as practicable, following such date that is one month after termination (referred to as 'Termination Period') (but no later than twelve months of receipt of such request), provided that we shall not delete the Client Data prior to the expiry of the Termination Period. If we receive written confirmation from you prior to the expiry of the Termination Period that you wish us to export all Client Data and deliver this to you, we shall do so but reserve the right to charge for and receive from you our reasonable costs and expenses prior to delivery of the Client Data.

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Privacy Policy

Introduction

This Privacy Policy was written to help you better understand how we collect, use and store your information. ESKADENIA Software (referred to as 'we' or 'us') is committed to protecting and respecting your privacy. Since technology and privacy laws are always changing, we may occasionally update this policy. If a significant change is made, we will be sure to post a notice on our home page and in the merchant admin. By using ESKA® Cloud or visiting www.cloud.eskadenia.com after these changes are posted, you are agreeing and consenting to the practices described in the revised policy.

By signing up for any of the products or services offered (together, referred to as 'the Services' or 'our Services'), you are agreeing to the terms of this Privacy Policy. This policy is a legally binding agreement between you (your agency, employees or partner or another entity if you are acting on their behalf) as the user of the Services (referred to as 'you' or 'your') and ESKA Cloud (referred to as 'we' or 'our'). If we add any new features or tools to the Services, they will also be subject to this policy.

When we use the term "Personal Information" in this policy, it means any information related to an identifiable individual. We will keep your Personal Information accurate, complete and up-to-date with the information that you provide to us. If you request access to your Personal Information, we will inform you of the existence, use and disclosure of your Personal Information as allowed by law and provide you access to that information.

a) Information from Subscribers and employees

If you are, or represent in any capacity, a business or organization, you agree to post a privacy policy on your storefront that complies with the laws applicable to your business or organization. You also agree to obtain consent from your employees for the use and access of their Personal Information by **ESKA Cloud** and other third parties.

- **What information do we collect from businesses and law firms and why?**
 - We collect your name, company name, address, email address, phone number(s) and credit card details.
 - We need this information to provide you with the Services, for example, to confirm your identity, contact you and invoice you.
 - We collect data about the ESKA Cloud hosted webpages with the information that you visit and how and when you access your account, including information about the device and browser you use, your network connection and your IP address.
 - We need this information to give you access to and improve the Services.

- Upon completing the sign-up process for the Services and depending on your location, we will create a payment online module account or an **ESKA Cloud Payments** account on your behalf. If you activate **ESKA Cloud Payments** account we collect your business address, business type, business ID number, date of birth (if you are an individual business owner), bank account information and government identification information, such as your Social Security Number or your Social Insurance Number.
 - We need this information to create an **ESKA Cloud Payments** account for you.
 - We collect Personal Information about your employees that you share with us or provide while shopping or during checkout.
 - We use this information to provide you with the Services and so that you can process orders and better serve your customers.
 - We will also use Personal Information in other cases where you have given us your express permission.
- **When do we collect this information?**
 - We collect Personal Information when you sign up for the Services, when you access the Services or otherwise provide us with the information.

b) Information from PARTNERS

Are individuals or businesses that have agreed to the terms of the Partner Program to work with ESKA Cloud to use and promote the Services.

- **What information do we collect from Partners and why?**
 - We collect your name, company name, website, twitter or other social media handles, phone number(s), address, business type, email address, PayPal Account and GST/HST number.
 - We use this information to work with you, confirm your identity and contact you.
 - We use this information to give you access to and improve the Services.
 - We use this information to work with you and to provide our Services to your employees.
 - We will also use Personal Information in other cases where you have given us express permission.
- **When do we collect this information?**

We collect this information when you sign up for a subscriber Account, when you sign up or sign one of your employees for our Services, or when your employees sign up themselves. We also collect any additional information that you might provide to us.

c) Information from ESKA Cloud website visitors and support users

- **What information do we collect and why?**

- From **ESKA Cloud** website visitors and subscribers, we collect information about the device and browser you use, your network connection and your IP address.
- From telephone support users, we collect your phone number and call audio, if any.
- From chat support users, if any, we collect your name, email address, information about the device and browser you use, your network connection and your IP address.
- From forum users, if any, we collect your name, email address and website URL.
- We use this information to service your account, enhance our Services and answer any questions you may have.

- **When do we collect this information?**

We collect this information when you visit **ESKA Cloud** hosted webpages, become a member, subscriber or engage with us either by email, web form, instant message, phone or post content on our website. We also collect any additional information that you might provide to us.

- **Information from cookies**

What is a cookie? A cookie is a small amount of data, which may include a unique identifier. Cookies are sent to your browser from a website and stored on your device. Every device that accesses our website is assigned a different cookie by us.

Why does ESKA Cloud use cookies?

- We will use cookies to recognize your device and provide you with a personalized experience, also to serve customized ads from Google and other third-party vendors.
- Our third-party advertisers use cookies to track your prior visits to our website and elsewhere on the Internet in order to serve you customized ads.
- Opting out: You may be able to opt out of customized ads.

When and why do we share Personal Information with third parties?

- **ESKA Cloud** works with third parties to help provide you with our Services and we may share Personal Information with them to support these efforts. In certain limited circumstances, we may also be required by law to share information with third parties.
- Except when required by law, ESKA Cloud will never disclose your Personal Information to any third-party without obtaining your consent.
- Personal information may also be shared with a company that acquires our business, whether through merger, acquisition, bankruptcy, dissolution, reorganization or other similar transaction or proceeding.
- Personal information may be shared with third parties to prevent, investigate or take action regarding illegal activities, suspected fraud and situations involving potential threats to the physical safety of any person, violations of our Terms of Service or any other agreement related to the Services, or as otherwise required by law.

What do we do with your Personal Information when you terminate your relationship with us?

We will continue to store archived copies of your Personal Information for legitimate business purposes and to comply with the law.

What we don't do with your Personal Information

- We do not and will never share, disclose, sell, rent or otherwise provide Personal Information to other companies for the marketing of their own products or services.
- We do not use the Personal Information we collect from you or your employees to contact or market to your customers or directly compete with you. However, **ESKA Cloud** may contact or market to customers if we obtain their information from another source, such as from the customers themselves.

How do we keep your Personal Information secure?

- We follow industry standards on information security management to safeguard sensitive information, such as financial information, intellectual property, employee details and any other Personal Information entrusted to us. Our information security systems apply to people, processes and information technology systems on a risk management basis.

- We perform annual audits to ensure our handling of your credit card information aligns with industry guidelines. We are certified as a CMM L-3 service provider.
- No method of transmission over the Internet or method of electronic storage, is 100% secure. Therefore, we cannot guarantee the absolute security of your Personal Information.

How do we protect your information across borders?

ESKA Cloud remains responsible for Personal Information that is transferred to a third party abroad for processing or to support our efforts. Any Personal Information transferred to a third party for data processing is subject, by law, to a comparable level of protection as that provided by **ESKA Cloud**. A “comparable level of protection” means a level of protection generally equivalent to that provided by **ESKA Cloud**.

Access to your personal information

You retain all rights to your Personal Information and can access it anytime. In addition, **ESKA Cloud** takes reasonable steps to allow you to correct, amend or delete personal information that is shown to be inaccurate or incomplete.

Contact

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to cloud@eskadenia.com.

I have read all terms and conditions, I agree.