

## **P2PKit Privacy Policy**

**Version:** Jul 18nd 2016

**Policy Statement.** Everyone has rights with regard to the way in which their personal data is handled. During the course of our activities we will collect, store and process personal data about our customers, suppliers and other third parties, and we recognise that the correct and lawful treatment of this data will maintain confidence in the organisation and will provide for successful business operations.

**Uepaa puts privacy first.** This policy and other documents referred to in it sets out the basis on which any personal data or information that we collect from You or which you provide to us will be processed by us. By visiting <http://p2pkit.io> and using its Service(s), You are accepting and consenting to the practices described in this Privacy Policy. All capitalized terms used herein have the meanings stated in the Terms of Service and Licence Agreement. of which this Privacy Policy shall form part (“the Agreement”).

**P2P Discovery:** Our Service allows two or more Service-enabled devices running Your Application and being within wireless radio range to discover each other. This works by exchanging p2pkit IDs publicly over the air. These IDs are randomly generated on the device.

**P2P Data exchange:** Your Applications using our Service may send data such as Application-level IDs, Application-level data, or End User data. This data is sent both over the online channel (if available) through our Cloud Service and the P2P channel. The data exchanges are not encrypted and we recommend Application developers to not send sensitive data using our Service.

**General Information:** We collect the e-mail addresses of those who communicate with us via e-mail, register to our mailing-list or blog and register to our Service. We also aggregate information on which of our webpages consumers access or visit. The information we collect including Your Data (as defined below) is used to improve the content of our webpages and the quality of our Service. It is not shared with or sold to other organizations for commercial purposes except:

- (i) to provide the products or Service You have requested (where such sharing or sale of such information is necessary in order for us to provide the product or Service You have requested),
- (ii) when we have Your permission to do so, or
- (iii) it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities.

We may transfer information about You if Uepaa is acquired by or merged with another company. In this event, Uepaa will notify You before information about You is transferred and becomes subject to a different privacy policy.

**Information Gathering and Usage:** When You register for or subscribe to our Service, we ask for information such as Your name and email address and depending on Your Pricing Plan, additional information such as, but not limited to, billing address, or payment information including financial and credit card information (“**Your Data**”). We use Your Data collected in this way for the following general purposes: products and

Service provision, billing, identification and authentication, Service improvement, contact, promotional activities (news and updates) and research. We may at some time in the future look to expand our Service to include the collection of data for large data analysis which may be sold as products or services to other customers but any such changes which may affect the way we treat personal information will be notified in accordance with the terms of this Privacy Policy.

In connection with the operation of the Service, and in addition to the collection of Your Data, Uepaa also collects data regarding Your use of the Service (“Your **Use Data**”) and the use of Your Application by the End User (“End User Data”). You grant Uepaa the right to use, reproduce and distribute Your Use Data and the End User Data in connection with Your use and the End User’s use of the Service. Such data will be used to measure, customize, and improve Our Service. You further grant Uepaa the right to use, reproduce and distribute Your Use Data and End User Data when it is aggregated with other information and not specifically identifiable to You or any End User solely for the purpose of computing statistics and publishing reports on various metrics of interest (e.g. the number of P2P discovery events).

If You register or subscribe to make use of any service (feature/API) relying on our Cloud Service, any information relating to Your Data, Your Use Data or End User Data required for the said feature to work is sent to our servers, processed and stored in memory. Such feature could include discovery data exchange, Cloud-assisted discovery, messaging over the Cloud, and analytics. The duration of the storage of information is for a limited time only and depends on the feature requirements.

**Cookies:** Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. For detailed information on the cookies we use and the purposes for which we use them see our Cookie Policy at (<http://p2pkit.io/policy.html>)

**Log Data:** Our servers will automatically record information (“Log Data”) created by Your use and Your End User’s use of the Service. Log Data may include information such as, but not limited, to Your IP address, browser type, operating system, the referring web page, pages visited, location, OS type and version, p2pkit and Service App’s version device model and Application IDs, Bundle IDs, user IDs, and cookie information. Uepaa uses Log Data to provide Our Service and to measure, customize, and improve it. We may also use third party software or services such as bug reporting services or application analytics services, which may collect Your Data, Your Use Data and End User Data for use in reporting any bugs in the Service or analysing the use of Your Applications.

**Data Storage:** We may use third party vendors and hosting partners worldwide to provide the necessary hardware, software, networking, storage, and related technologies required to run our Service(s). This may result in Your Data, Your Use Data and/or End User Data being transferred to and/or stored or processed by (i) Us or Our third party vendors at a destination outside of the European Economic Area (“EEA”); or (ii) by staff operating outside the EEA who work for us or for one of our suppliers. By

using our Service and submitting Your Data, Your Use Data and/or End User Data, you are accepting and consenting to such transferring, storing or processing of Your Data, Your Use Data and End User Data. We will take all steps reasonably necessary to ensure that Your Data, Your Use Data and End User Data is treated securely by Us, Our staff and any third party vendors and/or hosting partners.

**Information Retention:** We will retain Your Data, Your Use Data, Log Data and End User Data for as long as Your account is active or as long as we consider it reasonably necessary for commercial purposes, to comply with our legal obligations, to resolve disputes, and to enforce or apply the terms and conditions of the Agreement. We will take all reasonable steps to destroy, or erase from our systems, all data which is no longer required.

**Security:** We will take appropriate security measures against unlawful or unauthorised processing of personal data, and against the accidental loss of, or damage to, personal data. We will put in place adequate procedures and technologies to maintain the security of all personal data from the point of collection to the point of destruction.

**Disclosure:** We may disclose Your Data, Your Use Data, Log Data and End User Data, where we are under a duty to disclose or share such information in order to comply with any legal obligation or in order to enforce or apply the terms and conditions of the Agreement.

**Changes:** We may periodically update this Privacy Policy. We will notify You about any significant changes in the way we treat personal information by sending a notice to the email address You used to register to our Service or by placing a prominent notice on our website.

**Governing Law and Jurisdiction:** This Privacy Policy shall be governed by Swiss law and exclusive and sole jurisdiction is Zürich, Switzerland. If You use the Service, You are responsible for complying with applicable local laws.

**Questions and feedback:** Any questions or feedback about this Privacy Policy should be addressed to [info@uepaa.ch](mailto:info@uepaa.ch).