

PRIVACY POLICY

v.1.1 from 8/10/2021

Welcome to IPNOTE!

IPNOTE Inc. (or “we”) processes your personal information and protects your privacy while you use our services (or “the Service”). To “process” or “processing” means any use of personal data including, transferring, collecting, recording, storing, using, analyzing, combining, disclosing or deleting it.

This Privacy Policy covers issues what personal information we collect, how we use it.

The Privacy Policy is incorporated into the Terms of use.

IPNOTE Inc. is the controller in respect of personal information used in connection with the supply of our Services. If you have any questions, concerns or claims in relation to this Privacy Policy you can contact us at support@ipnote.pro.

1. WHAT INFORMATION DO WE COLLECT?

We collect information from the following sources:

1.1. Information provided by you, such as:

1.1.1. Registration information, such as name, last name, password, language and email;

1.1.2. Profile information, such as user photo, company name, selected tariff;

1.1.3. User-generated Content, including documents, information and data about your intellectual property such as: the results of intellectual activity, applications for intellectual property assets registration, authors and other persons data, commercially valuable information, know-how and other materials that you upload in your Personal Account. User-generated Content is subject to the special confidential and security measures according to the clause 6 herein.

1.1.4. Transactions. We collect details of transactions you carry out using the Service including information you provide to enable us to fulfill your orders, which may include financial information such as your credit card number. When you choose paid subscription to the Service, we will receive your payment transaction details (for example, your name, the amount paid and payment date).

1.1.5. Payment Information. We collect payment and billing information when you choose paid subscription to the Service and/or our paid Services or Additional Services in accordance with Terms of Use. For example, upon registration we ask you to designate a billing representative, including name and contact information. You may also provide payment information, such as payment card details, which we collect via secure payment processing services. If you sign-up for a free trial account, you are not required to enter your credit card information unless and until you decide to continue with a paid subscription to the Service.

1.1.6. Additional Payment Information. You may choose to provide additional information such as your VAT, additional billing address or name of the entity that you represent.

1.1.7. Content and materials you send to other Users and Partners through the Service;

1.2. Information related to the Service usage:

1.2.1. Information, such as the features you use; the actions you take; the Users and Partners you interact with; and the time, frequency and duration of your in-Service activities:

1.2.2. Device information, including your IP address, time zone and language setting, screen resolution, operating system and web browser.

1.2.3. Location information, including location information based on your IP address.

1.2.4. Communication information, such as information you provide by sending, or receiving messages via Service, including the date and time of the communications and the content of the

communications. We are not responsible for the way in which User or Partner, who received your message, discloses it.

1.3. Information from third parties:

1.3.1. Other Users and Partners.

1.3.2. Other publicly available sources.

2. HOW DO WE USE INFORMATION?

2.1. We use personal information to improve the Service and to allow you to use all the functionalities of the Service.

2.2. We use personal information for the following purposes:

2.2.1. To improve and personalize the Service;

2.2.2. To enhance the Users, Partners and Service safety and security ;

2.2.3. To establish communication and administer relationship between Users, Partners and Service;

2.2.4. To comply with our legal obligations, including disclosures to tax authorities, financial service regulators and other regulatory and governmental bodies;

2.2.5. To detect abuse, fraud, and illegal activity and unlawful content;

2.2.6. In connection with legal proceedings.

3. HOW DO WE SHARE INFORMATION?

3.1. We do not sell your personal information. We do not share information that personally identifies you unless you give us permission to do so. We can share your personal information:

3.1.1. with other Users and Partners of the Services. When you send messages or content to Partners via Services, we share your information with them.

3.1.2. with Service providers and Business Partners (except the User-generated Content). We may share personal information with service providers and business partners for business purposes, including research, database maintenance, administering contests and special offers, technology services, deliveries, email deployment, advertising, analytics, measurement, data storage and hosting, disaster recovery, search engine optimization, marketing, and data processing.

3.1.3. for legal reasons. We may share your personal data if we reasonably believe that access, use, preservation or disclosure of the information is reasonably necessary to:

3.1.3.1. meet any applicable law or respond to valid legal process, including from law enforcement or other government agencies.

3.1.3.2. enforce applicable Terms of use, including investigation of potential violations.

3.1.3.3. detect, prevent, or otherwise address fraud, security or technical issues.

3.1.3.4. protect against harm to the rights, property or safety of the IPNOTE Service, our Users, Partners or the public as required or permitted by law, including to help prevent the loss of life or serious injury of anyone.

3.2. We do not share User-generated Content without your consent.

4. YOUR PRIVACY RIGHTS

4.1. According to applicable law you may have the right to request access to the personal data that we have collected about you for the purposes of reviewing, modifying, or requesting deletion of the data. You may also have the right to request a copy of the personal data that we have collected about you and to have any inaccuracies in that data corrected. In certain circumstances, you may also request that we cease processing your personal data.

4.2. If you reside in the European Economic Area (or “EEA”), you may have the right to exercise certain privacy rights available to you under GDPR, including:

4.2.1. Right not to provide consent or to withdraw consent (art. 7(3) of the GDPR). We may seek to rely on your consent in order to process certain personal data. Where we do so, you have the right not to provide your consent or to withdraw your consent at any time. This does not affect the lawfulness of the processing based on consent before its withdrawal.

4.2.2. Right of access and/or portability (art. 15 of the GDPR). You may have the right to access the personal data that we hold about you and, in some limited circumstances, have that data provided to you so that you can provide or “port” that data to another provider.

4.2.3. Right of erasure (art. 17 of the GDPR). You may have the right to the erasure of personal data that we hold about you (for example, if it is no longer necessary for the purposes for which it was originally collected). If we shared your personal data with others, we will tell them about the correction if it is possible.

4.2.4. Right to object to processing (art. 21 of the GDPR). You may have the right to request that IPNOTE Service stop processing your personal data and/or to stop sending you marketing communications.

4.2.5. Right to rectification (art. 16 of the GDPR). You may have the right to require us to correct any inaccurate or incomplete personal information. If we shared your personal data with others, we will tell them about the correction if it is possible.

4.2.6. Right to restrict processing (art. 18 of the GDPR). You may have the right to request that we restrict processing of your personal data in certain circumstances (for example, where you believe that the personal data we hold about you is not accurate or lawfully held). If we shared your personal data with others, we will tell them about the correction if it is possible.

4.3. The processing of your personal data may involve a transfer of data outside the EEA. Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection by ensuring at least one of the following safeguards is implemented:

4.3.1. we may transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission. For further details, see European Commission: [Adequacy of the protection of personal data in non-EU countries](#).

4.3.2. where we use certain service providers, we may use specific contracts approved by the European Commission which give personal data the same protection it has in Europe. For further details, see European Commission: [Model contracts for the transfer of personal data to third countries](#).

4.4. If you reside in the EEA, we may transfer your personal data when the transfer is necessary for the performance of Terms of use. Such transfer is not repetitive, concerns only a limited number of data subjects, is necessary for the purposes of compelling legitimate interests pursued by the controller which are not overridden by the interests or rights and freedoms of the data subject, and the IPNOTE Inc. has assessed all the circumstances surrounding the data transfer and has on the basis of that assessment provided suitable safeguards with regard to the protection of personal data (article 49 of the GDPR).

4.5. If you are a California resident, the California Consumer Privacy Act (CCPA) shall apply for your personal data processing. In accordance with CCPA, this Privacy Policy describes the categories of personal data collected, processed, and disclosed by us, the categories of sources for that data, and the business or commercial purposes for which that data is collected, processed, and disclosed.

4.6. Under CCPA you have the right (up to two times in any 12-month period) to request more information about IPNOTE Service’s collection, use, disclosure, and sale of personal data about you including:

4.6.1. The categories of personal data about you that we have collected in the preceding 12 months and the categories of sources of that information,

4.6.2. The categories of sources from which we have collected that information in the preceding 12 months,

4.6.3. The commercial or business reason(s) we have collected, used, disclosed that information, and

4.6.4. The categories of third parties to whom we have disclosed that information in the preceding 12 months.

4.6.5. In addition, upon receipt of a verifiable request from you establishing your identity, you may have the right to know about the specific pieces of personal data that we have collected about you and/or shared with third parties in the preceding 12 months.

4.6.6. You may also have the right to request deletion of personal data about you that we have collected or maintain, which we will honor subject to certain limitations set forth in CCPA.

4.7. In case of deletion of personal data in accordance with the article 4.6.6 herein we will not be able to provide you with the Services and Additional Services.

4.8. To exercise any right listed in the clauses 4.1, 4.2, 4.6 you may contact us at support@ipnote.pro.

5. HOW LONG DO WE KEEP INFORMATION?

5.1. We usually store information for the period while your Personal Account is active and for 1 (One) year after deleting your Personal Account.

5.2. We may keep information for longer where necessary in connection with our right to establish, commence or defend any legal actions or if we suspect illegality has occurred.

6. USER-GENERATED CONTENT CONFIDENTIALITY

6.1. User-generated Content includes confidential information of the User.

6.2. We temporarily and potentially gain access to such User-generated Content. We undertake to accept, ensure the safety, non-disclosure of this information and use it exclusively for the purposes for which it was transferred by you.

6.3. We are obliged:

6.3.1. To use User-generated Content exclusively for the Service usage and implementation of functionality and/or with the your express reference to transfer it to Partners and/or other third parties.

6.3.2. To provide storage of User-generated Content in secret and not to disclose it to any other parties, except in cases provided for by applicable law.

6.3.3. To perform reasonable measures to protect the confidentiality of User-generated Content.

6.4. We are constantly improving and testing our systems for security vulnerabilities in order to prevent attempts of illegal access to the Service's data.

7. COOKIES AND WEB BEACONS

7.1. We may use cookies, web beacons, tracking pixels, and other tracking technologies on the Service to help customize the Service and improve it.

7.2. When you access the Service, your personal data is not collected through the use of tracking technology. Most browsers are set to accept cookies by default.

7.3. You can remove or reject cookies, but be aware that such action could affect the availability and functionality of the Service.

7.4. You may not decline web beacons. Web beacons can be rendered ineffective by declining all cookies or by modifying your web browser's settings to notify you each time a cookie is tendered, permitting you to accept or decline cookies on an individual basis.

8. MISCELLANEOUS

8.1. Our Service is not directed to children who are under the age of 13. We do not knowingly collect personal data from children under the age of 13. If you have reason to believe that a child under the age of 13 has provided personal data to us through the Services, please contact us at support@ipnote.pro and we will endeavor to delete that information from our databases.

8.2. If you know or suspect that your personal data have been lost, stolen, misappropriated, or otherwise compromised, or in case of any actual or suspected unauthorized use of your Personal Account, please immediately contact us by email at: support@ipnote.pro.

8.3. We may amend the Privacy Policy from time to time. Amendments will be effective upon posting of such updated Privacy Policy on the website. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Privacy Policy, as amended.