StonikByte Privacy Policy

Effective Starting Date: January 29, 2019

By using our Products, you acknowledge that you have reviewed the terms of our End User License Agreement (EULA) and this StonikByte Privacy Policy (**Privacy Policy**), have the authority to act on behalf of any person for whom you are using the Products, and agree that we may collect, use and transfer your Data in accordance with this Privacy Policy. If you are using our Products on behalf of a company, then you acknowledge that you are binding your company to this Privacy Policy.

This Privacy Policy applies to our Customers. It is the responsibility of the Customer to determine if the Privacy Policy is consistent with its own treatment of end user data.

1. Terms and scope

1.1 **Company** means limited liability company "STONIKBYTE SRL" (Reg. ID J40/13900/22.11.2011) with headquarters in Str. Novaci, Nr. 4, Sector 5, Bucharest, Romania. The terms "**we**", "**us**" and "**our**" when used in this Privacy Policy are a reference to the Company.

1.2 **Customer** means a direct customer of the Company, the visitor of our public websites, or the end-user of our Product(s), or the legal entity who is the licensee or the user of our product or service — as applicable to the subject matter. The terms "**you**", "**your**" and "**yours**" when used in this Privacy Policy are a reference to the Customer.

1.3 **Cloud Apps** mean hosted apps for Atlassian Cloud products that are delivered via the Atlassian Connect framework.

1.4 **Data** means Personal Information and User Data.

1.5 **Personal Information** means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.

1.6 **Product** means software or service owned, developed and sold by us.

1.7 **Server Apps** means downloadable products that are installed in a server instance of the applicable Atlassian product hosted and managed by the client.

1.8 **Supervisory Authority** means the authority with the primary responsibility for dealing with the relevant data processing activity.

1.9 **Unsolicited Information** includes any unsolicited communications by you to the Company.

1.10 **User Data** means all information collected passively or actively from our Customers that is not Personal Information

This privacy policy applies to both Personal Information and non-Personal Information that are collected by us on our websites or in our products.

2. Data collected on our websites

2.1 Any data that is entered into any form on https://stonikbyte.com/ as well as the https://bitbucket.org/StonikByte web site is only used for the indicated purposes. With the exceptions listed below, we will never give away any personal information including your e-mail address to any third party.

2.2 We use Google Analytics to collect detailed statistics and help us understand how you use our web sites. Google Analytics uses cookies and other means to transfer some information about how you're using our websites to Google servers. Details are available in Google Analytics Terms of Service.

2.3 Data collected from your use of our Server Apps

2.4 No personal information, or information stored on the installation server(s) is made available to us when you install and run the app on a server of cluster of servers from those servers.

2.5 The app does not transmit from your server, nor from any client browser it runs on to any third-party.

2.6 Data collected from your use of our Cloud Apps

2.7 Unless specifically highlighted below we do not store our customer data, which instead is stored in the Atlassian Cloud Product that our app applies to. The data stored in the Atlassian Cloud Product is covered by the Atlassian Cloud Policy.

2.8 Exceptions for all our Cloud Apps:

2.8.1 **Account Data:** Our Cloud Apps store data provided and generated by Atlassian, that are required for license validation, contract administration and communication with the customer instance. This includes for example AddOnKey, ClientKey or BaseUrl. It is exclusively used in order to improve our service.

2.8.2 **Session Data:** Our Cloud Apps store data resulting from each customer's use of the service and is distinguished from Customer uploaded data. This includes for example usage statistics of service functionality or data resulted by processing user data that serves as a persistent data cache meant to assure a good performance of the Product. This data is anonymised. Therefore, we cannot identify the end user this data relates to.

2.8.3 **Error Logs Data:** Our Cloud Apps track errors of our Cloud Apps' resources executed in the end users' browsers in real-time. This includes for example AddOnKey, ClientKey or BaseUrl. It is exclusively used in order to improve our service.

2.8.4 **Metrics**: Application metrics are sent to us for analysis and reporting in order for us to monitor the applications performance. This will include anonymised organizational data but no individual data.

3. Data collected from Atlassian and other third parties

3.1 We may also receive information about you (including personal information) from Atlassian or other third parties. For example, Atlassian make available certain technical contact and billing contact information to us via their Sales API or the vendor-specific reports from the Atlassian Marketplace when a license (evaluation or full) is obtained for the app. Please see Atlassian's privacy policy for details on how they treat your information. We analyze the Sales API and the vendor-specific reports data and may use the email and/or telephone number to contact you.

4. Unsolicited information

4.1 If you submit unsolicited User Data, we will use it in accordance with the Privacy Policy.

4.2 If you submit unsolicited Personal Information and we determine that we could not have collected the Personal Information in accordance with the Privacy Policy, we will destroy the information or ensure that the information is de-identified as soon as practicable. Otherwise, the Personal Information will be used in accordance with the Privacy Policy.

5. Data location and security

5.1 StonikByte is hosted in Amazon Web Services (AWS) data centers. We are responsible for provisioning, monitoring and maintaining the AWS infrastructure required to support our Cloud Apps.

5.2 We use reasonable organizational, technical and administrative measures to protect your Data. Your Personal Information is limited to those who have a proper business need to access it, and those individuals will do so only in an authorized manner and will be subject to a duty of confidentiality.

5.3 HTTPS and SSH are the only protocols available to our cloud platform. SSH access is limited to our Support Engineers.

5.4 Where Server Apps are used, responsibility for securing access to the data rests with you and not us. We strongly recommend that administrators of Server Apps enable encryption in transit (e.g., HTTPS) to prevent interception of data transmitted over networks and to restrict access to the databases and other storage used to hold data.

6. Data retention

6.1 We retain your personal information for the length of time required for the specific purpose or purposes for which it was collected.

6.2 We may be obliged to store some data for a longer time, for example, where a longer time period is required by the applicable law. In this case, we will ensure that your personal information will continue to be treated in accordance with this Privacy Notice.

7. How we use your data

7.1 We collect, receive and use your personal data for a variety of business purposes, including to communicate with you and respond to your requests, to provide the products and services that you

request, to communicate with you about our products and services, to fulfill and complete your transactions, to provide you with information about the Products, to send out emails, surveys or newsletters, to manage complaints, feedback and other questions, to comply with applicable laws and regulatory obligations, and to do all things necessary to administer, protect, improve and manage our websites, products and services.

7.2   We may be required to obtain your personal information to comply with our legal requirements, to enable us to fulfill the terms of our contract with you or in preparation of us entering into a contract with you. If you do not provide the relevant personal information to us, we may not be able to provide the Product to you.

8. Disclosure of Data

8.1   We will not disclose your Data to any other party other than at your request or in accordance with this clause.

8.2   There are also a limited number of circumstances in which we may share your data with third parties. This may be done without further notice to you. These circumstances are:

- Legal requirements: We may disclose your Data and any other information if required to do so by law or in good faith belief that such action is necessary to:
  - comply with a legal obligation;
  - protect and defend the rights or property of the Company; or
  - protect against legal liability.
- Business transfers and related activities: if our company is merged or sold to another company.

9. Making a complaint

9.1   You are entitled to lodge a complaint about our treatment of your Data with the relevant Supervisory Authority.

9.2   Before lodging a complaint with a Supervisory Authority, we encourage you to first attempt to resolve the complaint by contacting us using the details below. We will respond to your complaint within 30 days.

10. Survival

10.1   The Privacy Policy will survive termination of the EULA and will remain in effect until we have deleted all of your Data.

11. Termination

11.1   On termination, your data will destroyed, unless laws imposed on us prevent us from destroying all or part of the Data. If we cannot destroy the Data, we warrant that we will guarantee the confidentiality of the Data and will not actively process the Data after termination.

12.Changes to the Privacy Policy

12.1   When we update this Privacy Policy, we will revise the update date at top of this page. Any changes to this Privacy Notice will become effective when we post the revised Privacy Notice. Your use of the services following these changes means that you accept the revised Privacy Notice.

13. Contact

13.1   If you have any questions about our Privacy Policy or our information practices, please contact StonikByte at office@stonikbyte.com.