

VECTORA

Privacy Policy

This Privacy Policy (the "**Policy**") sets out the basis on which Vectora may collect, process, disclose or retain personal data ("**Personal Data**") relating to you in connection with your access to and use of the Site, services and the Software.

This Policy is incorporated into and forms part of the Terms & Conditions (the "**Terms**") and applies to existing and/or potential clients that receive the services of Vectora through its website and or Software as well as visitors of Vectora's website. Capitalised terms not defined in this Policy bear the meaning given to them in the Terms.

Please read this Policy carefully and contact us in case you have questions about Vectora's data protection practices, or concerning the options available to you in respect of your Personal Data.

1. Who we are

- 1.1. Vectora, acting as a controller for the provision of the services, is operated by Grg Consulting Kft ("**Vectora**", "**we**", "**us**", "**our**").
- 1.2. All notices, questions and requests arising under this Policy must be submitted in writing to info@vectoralogic.ai.
- 1.3. The Site and the Software are made available only to persons aged 18 or over, and only in jurisdictions in which such provision is lawful, in accordance with the Terms. Upon becoming aware that Personal Data relates to a person under the age of 18, Vectora shall proceed immediately with the termination of the service and deletion of such data without prior notice.

2. Personal Data Processed

- 2.1. Any Personal Data that will be collected by the Company through the provision of the Services, shall be processed according to the General Data Protection Regulation (EU) 2016/679 (the "**GDPR**").
- 2.2. Personal Data is collected upon your application for, and acceptance of the Terms, Privacy Policy and related documentation or through your access to the Site, and thereafter in the course of your use of the Site and the Software. Vectora collects and processes Personal Data only to the extent necessary for the provision of its services including the Software and for its operational and business purposes, including the performance of its legal and contractual obligations under the Terms, the assessment of your service requirements, the processing of your purchases, requests and support enquiries, the communication to you of information concerning products and services in accordance with Clause 4, and the improvement of the service provided to you.
- 2.3. Vectora processes the following Personal Data supplied by you: (a) personal data including contact data, comprising your full name, email address, date of birth, country of residence and billing details; (b) account data; (c) correspondence data, comprising the content of any support request, refund request, feedback or other communication submitted by you; and (d) information provided by the through the use of the Software including performance data.

- 2.4. We do not ask for sensitive information such as passwords, health, biometric or criminal record data and you must not submit sensitive data to Vectora by any means. Any sensitive data submitted, whether in a support request, attachment or otherwise, will not be stored, and Vectora accepts no liability arising from its submission.
- 2.5. Vectora processes Personal Data fairly and lawfully, for specified, explicit and legitimate purposes, and limits its processing to Personal Data which is relevant and adequate for, and not excessive in relation to, those purposes. Vectora processes Personal Data in accordance with applicable laws and applies technical and organisational measures designed to minimise risks to its confidentiality and integrity.
- 2.6. Vectora collects Personal Data by the following means: (a) your registration and application for an account with Vectora for the use of the Software; (b) your use of the Site and the Software; (c) your subscription to communications from Vectora; (d) automated technologies, including cookies and similar technologies as described in Clause 6; and (e) service providers.
- 2.7. You are not obliged to supply any Personal Data requested by Vectora. Where Personal Data necessary for the provision of the Software or the performance of the Terms is not supplied, however, Vectora may be unable provide the services, or to process your purchase, and may cancel the same.

3. How we use Personal Data

- 3.1. Vectora processes Personal Data for the following purposes only:
- (a) Site and Software use: to enable you to access and use the Site and the Software and their features, certain Personal Data being essential to that provision;
 - (b) Account setup and administration: to enable the registration, administration and operation of your account, and to issue notifications, alerts and emails concerning the status of your account, your licence, its activation, validation or expiry, and any other operational matter;
 - (c) Purchases and refunds: to process payment, issue invoices and determine or process refund requests in accordance with the Terms;
 - (d) Support: to respond to your support requests and to communicate with you in relation to your account, licence or the Software;
 - (e) Security and enforcement: to preserve the security and integrity of the Site and the Software, to detect and prevent fraud, abuse and unauthorised access, to apply verification or geo-restriction measures, and to enforce the Terms;
 - (f) Research and development: to conduct internal research and development for the purpose of maintaining, developing and improving the Site and the Software, and to diagnose and remedy faults;
 - (g) Marketing: to deliver marketing and product communications further to your registration and consent by email or other messaging channel, each such communication containing the means by which you may opt out. Vectora may continue to issue service related communications which it is required or entitled to issue in relation to your account and/or security;

- (h) Record keeping: to maintain the records Vectora is required to maintain in order to comply with its legal obligations, such records being retained under the security measures described in this Policy; and
- (i) Legal obligations and claims: to comply with Vectora's legal obligations, to respond to requests from applicable authorities, banks, to respond to complaints, and to establish, exercise or defend legal claims.

3.2. Vectora does not sell Personal Data and does not take decisions producing legal or similarly significant effects concerning you by solely automated means.

4. Marketing

- 4.1. Vectora may deliver marketing and product communications to you by email and by such other messaging channel as you have agreed to receive, where permitted by applicable law and, where required, with your prior consent.
- 4.2. You can opt out of marketing at any time using the unsubscribe link in any message or by emailing info@vectoralogic.ai. This will not stop messages we need to send about your account or security.

5. Who we share it with

- 5.1. Vectora processes and discloses Personal Data to third parties only in accordance with applicable law and only where such disclosure is necessary for the provision of its services or for compliance with a legal obligation.
- 5.2. We may share personal data only with: personnel and contractors of Vectora, cloud and infrastructure providers; our payment provider; our third party affiliates if necessary for the provision of Vectora's services; authorities, courts and where the law requires; and a buyer or successor in connection with a sale or reorganisation of our business. All personnel and contractors of Vectora are bound to observe those policies and procedures when processing Personal Data and are subject to obligations of confidentiality.
- 5.3. Any third party which receives Personal Data is required to maintain the confidentiality of that data, to process it only in the course of providing its services to Vectora and only for the purposes directed by Vectora, and is not permitted to disclose or use that data for any other purpose. Each such provider is engaged under a written contract to that effect.
- 5.4. The Site and the Software may contain links to websites, materials and services operated by third parties. Such links are provided for your convenience and for information purposes only. Vectora does not endorse the services of any third party and does not review, control or monitor the privacy or other practices of such third parties, and is not responsible for their performance, their content, or for any dealings between you and them.
- 5.5. Certain recipients under this Clause 5 are established outside Hungary. Where Personal Data is transferred to such a recipient, Vectora takes reasonable steps to ensure that it remains subject to a comparable degree of protection, including by

engaging that recipient under contractual terms requiring it to protect Personal Data to the standard described in this Policy.

6. Cookies

6.1. The Site uses cookies and similar technologies for the following purposes:

6.1.1. Essential and Functionality Cookies: to operate the Site and its features, maintain security, remember preferences, determine access or registration availability, and enable integrations and other functionality.

6.1.2. Analytics Cookies: to understand how visitors use the Site, measure performance and improve the Site and its services.

6.2. Essential cookies may be used where necessary for the operation and functionality of the Site. Analytics and other non-essential cookies are used only with your consent, where required by applicable law.

6.3. You may manage or withdraw your consent to non-essential cookies at any time and, where applicable, through your browser settings. Disabling certain cookies may affect the operation or availability of some Site features.

6.4. How long we keep it

6.5. Vectora retains Personal Data only for as long as necessary to fulfil the purposes for which it was collected and processed, including to comply with applicable legal, accounting, tax, and reporting obligations. The applicable retention period may vary depending on the nature of the Personal Data, the purpose for which it is processed, and any applicable legal or contractual requirements. Following termination of the business relationship, Vectora will delete or anonymise Personal Data when it is no longer necessary for the purposes for which it was collected, unless continued retention is required or permitted by applicable law. Vectora may retain certain Personal Data for a longer period where reasonably necessary for the establishment, exercise, or defence of legal claims, including in connection with an actual or reasonably anticipated dispute. In such circumstances, the relevant Personal Data may be retained until the matter has been resolved and the applicable limitation period has expired. Invoices, accounting records, and related Personal Data are retained for eight (8) years where required under applicable Hungarian accounting legislation. Vectora may be obliged to retain Personal Data for a longer period than those set out in Clause 7.1 where required by a court order or by the direction of a competent authority, or where necessary for the protection of its rights.

6.6. Personal Data held in electronic form is stored in encrypted form, on systems protected by access controls and authentication requirements. Access to Personal Data is restricted to those personnel who require it for the purposes set out in Clause 3. Any Personal Data held by Vectora in hard copy form is stored at its offices under physical security measures appropriate to its sensitivity. Any telephone conversations between You and Vectora may be recorded for quality assurance purposes.

7. Security

- 7.1. Vectora has adopted technical and organisational measures appropriate to ensure the protection and confidentiality of the Personal Data it processes. Those measures are designed to protect Personal Data against loss, misuse, unauthorised access or disclosure, alteration and destruction.
- 7.2. Those measures include restrictions on permissions of access to Personal Data, controls over its storage and distribution, monitoring and logging, encryption in transit, authentication requirements for administrative access, and regular backups. Vectora maintains internal policies and procedures governing the protection of Personal Data, and all personnel, contractors and service providers of Vectora are required to observe them.
- 7.3. Vectora does not warrant that any method of transmission or storage is secure and cannot guarantee the absolute security of Personal Data.
- 7.4. As provided in the Terms, you are responsible for maintaining the security and confidentiality of your account credentials and other connection details, including API keys, for not disclosing or sharing them, and for notifying Vectora promptly upon becoming aware of any actual or suspected unauthorised use of your account.
- 7.5. Vectora shall not be liable, directly or indirectly, for any unlawful or unauthorised use, loss, alteration or destruction of Personal Data arising from your own misuse, misplacement or disclosure of your passwords or credentials, or from your negligence or wilful misconduct.
- 7.6. Vectora shall not be liable for the security or privacy practices of any third party, third party websites and social networking services, or for any Personal Data collected by them. You are advised to review the privacy policies of any such third party before providing Personal Data to it.

8. Your requests

- 8.1. Subject to applicable law, you may at any time exercise any of the following rights in respect of your Personal Data.
- 8.2. You may request a copy of the Personal Data which Vectora holds about you and Vectora reserves the right to charge a reasonable fee for providing such a copy, save where the charging of a fee is not permitted by applicable law.
- 8.3. You may request the correction of any Personal Data held about you which is incomplete or inaccurate. Vectora may require verification of the accuracy of any replacement data supplied by you.
- 8.4. You may request the deletion or removal of your Personal Data where there is no continuing ground for its processing, where you have successfully objected to its processing under Clause 9.5, where it has been processed unlawfully, or where its erasure is required by applicable law. Vectora may be unable to comply with a request for erasure where retention is required by law or is necessary in connection with legal claims, and will notify you of the reasons at the time of your request.

- 8.5. You may object to the processing of your Personal Data on grounds relating to your particular situation. You may object at any time, and without giving reasons, to the processing of your Personal Data for direct marketing purposes, and Vectora shall give effect to such objection. In other cases Vectora may demonstrate that it has compelling grounds for the processing which override your objection.
- 8.6. You may request that Vectora suspend the processing of your Personal Data where you contest its accuracy and wish it to be verified, where the processing is unlawful but you do not wish the data to be erased, where Vectora no longer requires the data but you require it in connection with the establishment, exercise or defence of legal claims, or where you have objected under Clause 9.5 and Vectora is verifying whether it has overriding grounds for the processing.
- 8.7. You may request that your Personal Data be provided to you, or to a third party nominated by you, in a structured, commonly used and machine-readable format. This right applies only to Personal Data held in automated form which you supplied to Vectora on the basis of your consent or for the performance of the Terms.
- 8.8. Where Vectora processes Personal Data on the basis of your consent, you may withdraw that consent at any time. Withdrawal does not affect the lawfulness of processing carried out prior to withdrawal, nor processing which Vectora is required to carry out under applicable law. Where withdrawal prevents Vectora from providing the Software or any part of it to you, Vectora will inform you at the time of withdrawal.
- 8.9. Requests under this Clause 9 must be submitted in writing to info@vectoralogic.ai and will be aimed to be answered without undue delay and in any event within one month of receipt of the request. Where permitted by applicable data protection law, this period may be extended by up to two additional months, taking into account the complexity and number of requests. We will inform you of any such extension, together with the reasons for the delay, within one month of receiving your request. Vectora may require verification of your identity before acting on a request, and may decline a request in whole or in part where it is manifestly unfounded or excessive, giving reasons.

9. Changes and contact

- 9.1. We reserve the right to update and/or amend this Policy at any time by posting a new version. The current version is always posted on the Site with the date at the end of the Policy and takes effect when posted. If a change is material we will take reasonable steps to notify you.
- 9.2. For any questions and clarifications, you may require, please feel free to direct any requests, or other questions and comments regarding this Policy to info@vectoralogic.ai.

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