



## eNetReality Privacy Policy 2020

### 1. DEFINITIONS

“eNetReality” is a registered trading name of eCom USA Learning Solutions.

“We”, “us”, or “eCom” shall refer to eCom USA Learning Solutions, LLC, a Georgia limited liability company founded in 2014. eCom USA Learning Solutions, LLC is a subsidiary of eCom Scotland Limited.

“Service” or “Services”, “eNet Website”, or the “Services” shall refer to all software as services offered by eCom under any agreement between you and eCom, as well as the eNetReality website and OnDemand eNetReality Application.

“Company” means the organisation purchasing the license.

“You” means you individually, and if you are representing an organisation, it also includes the organisation that you represent.

“Agreement” shall mean this On-Demand Application Service Agreement.

“End Users” referred to in this agreement are any users of the application. **Each** End User requires a user license to access the service via a unique email address and secure password.

“Administrator” is an End User who has been appointed by the company to manage their account, by creating users and defining and modifying roles.

“Agreement” refers to the entire contractual agreement entered into between the Company and eCom for the provision of the Services, including any variations or amendments adopted in conformance thereto and any and all schedules and appendices referred to therein, and supersedes any prior oral or written agreements between the Company and eCom.

### 2. PRIVACY

eCom considers privacy of data as a high priority. You retain ownership of your content, data, and information provided in accessing the Services (“Client Data”). Unless explicitly permitted by you, eCom will not use, reproduce, adapt, modify, publish, or distribute your Client Data for our commercial, marketing, or any similar purpose. Nothing in these terms shall restrict our right to compile and use aggregated usage statistics, nor our right to disclose these aggregated statistics, as long as they do not describe or identify any individual user or client. You grant us a worldwide, royalty free, sub-licensable, perpetual license to use any Client Data for the purposes of providing the Services to you.

For any data received from you and processed by the Services, you will remain the data controller as identified in the Data Protection Act 2018 (UK); the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

eCom, as a Data Processor, will act on your behalf and will only process personal data as per your instructions and only for the purposes of this agreement in providing the services. By accepting this Agreement you are giving eCom instruction and express permission to process

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data on your behalf. eCom will secure the personal data and will not disclose any personal data to any third party without your prior signed approval, except in the case where personal data needs to be disclosed to a competent public authority to comply with eCom's legal obligations; in this instance, we will immediately notify you of the requirement unless prohibited from doing so by a legal authority competent to prohibit such disclosure. We will respect and maintain the confidentiality and security of such personal data. All GDPR compliant data will be held in the UK, EU, or Canada where the same legislation applies. Clients can select the location of their Data and all will be held subject to the same level of service applied to GDPR.

We will promptly inform you if we detect or reasonably suspect that a data security incident has occurred which involves but not limited to unauthorised disclosure, unauthorised access, misuse, loss, theft or accidental or unlawful destruction of personal data we process on your behalf. In case of such an incident we will take adequate remedial measure as soon as possible. We will fully cooperate with you to develop and execute a response plan to address the data security incident. We will cooperate with you to resolve within a reasonable period of time any requests from individuals to exercise their data subject rights as foreseen by the applicable law, including but not limited to requests to correct, delete or block their personal data.

### **3. USE OF COOKIES**

The Services, including but not limited to the eCom website, the eNet Applications, and emails you may receive from us use cookies to support users and to retain logins and passwords. We also use cookies to help us to improve the performance of our website to provide you with a better user experience and to track email responses. All information collected by Cookies is classed as private information and is subject to the terms in this privacy policy.

For more information, please refer to our [cookie policy](#).

### **4. ACCEPTABLE USE**

All access to using data on eCom's websites and applications are subject to our Acceptable Use Policy (AUP), and any users providing and managing data to our services are deemed to accept this AUP policy.

### **5. DATA SECURITY**

In consideration of your use of the Service, you agree to: (i) provide true, accurate, current and complete information about yourself and/or your organisation, and (ii) maintain and promptly update during the term of this Agreement your personal/organisational information to keep it true, accurate, current and complete. If eCom has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, you agree that eCom may suspend and/or terminate your or your organisation's account. Upon completion of the registration process, we will send an automatically generated password to the email address you provided. You are responsible for maintaining the confidentiality of the password and of controlling access to your account. You are fully responsible for all activities that occur under your password or with respect to your account. You must ensure that all uses of your account

and password comply with this Agreement. Your password and account may not be shared, and you may not permit any other person to use them, other than an authorised eCom representative.

eCom is Cyber Essentials Plus approved. Further information on our Cyber Security Policies are available on request.

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