

eWave Privacy Policy

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INTRODUCTION

Please read this privacy policy ("Privacy Policy" or "Policy") carefully prior to using products from the eWave store (the "Product" or "Software") operated by Nasko Trading Pty Ltd trading as 'eWave' ("us", "we" or "our").

Your privacy is important to us. To better protect your privacy, we provide this Privacy Policy explaining our online information practices and the choices you can make about the way your information is collected and used.

We are committed to respecting your online privacy and recognize your need for appropriate protection and management of any personally identifiable information ("Personal Information") you share with us. "Personal Information" means any information that may be used, either alone or in combination with other information, to personally identify an individual, including, but not limited to, a first and last name, personal profile, a home or other physical address, an email address or other contact information.

CONSENT AND MODIFICATION:

1. By purchasing any product from the eWave store, you consent to the terms of our Privacy Policy and to eWave processing your Personal Information for the purposes set forth herein. If you do not agree to this Privacy Policy, please do not use our Software.
2. eWave reserves the right to modify this Policy at any time and impose its clauses at any given time. For example, eWave may modify existing terms to reflect any mandatory changes to the law. You should check the Policy regularly to keep informed. eWave will post notice of modification to this Policy on this page or via the email address you have registered with us. Changes will not apply retroactively. You should discontinue your use of our Software if you do not agree with the updated Privacy Policy

RECEIPT AND COLLECTION OF INFORMATION

3. We receive and/or collect information from you in the following ways:

A. General Access

We do not currently require you to provide Personal Information in order to have access to general information available on our site (<https://ewave.com>) or through the Magento Marketplace (<https://marketplace.magento.com/>).

B. Software Downloads

We may offer you the opportunity to download certain Software from our site or through the eWave Magento Marketplace store (collectively "Sites") without charge. If you choose to do so, you may first be required to provide certain Personal Information (for example, by completing an online purchasing and pricing form), such as your name, email address, phone number, job title, company name, country, industry, total annual revenue, and number of employees.

C. Purchases

If you choose to purchase a service or product from us we will require sufficient information from you to complete the transaction. Such information could include a credit card number and related account and billing information, invoice related information, and other data required to process the order. We may also update such data should you grant us permission to bill you or your credit card for recurring charges, such as monthly or other types of periodic payments.

We may use the tools, software or services of third-party service providers to process transactions on our behalf (but we require that these parties agree to comply with this Privacy Policy). All information of this nature is maintained by us in a secure database and transmitted across the Internet from you to us using secured transmission encryption. Except as set forth herein, we will not share your financial Personal Information with any third person or entity.

We may provide you, via our Sites, with the opportunity to contact us, receive an eWave newsletter or participate in conferences, webinars, or special promotional or other programs (collectively "Events"). In order to participate in any of these Events, you will be required to provide certain Personal Information which may include your name, company, job title, address, email address, and phone number.

D. Cookies and Other Tracking Technologies

Some of our Sites' pages utilize "cookies" and other tracking technologies. A "cookie" is a small text file that may be used, for example, to collect information about Site activity. Some cookies and other technologies may serve to recall Personal Information previously indicated by a Site user. You may block cookies, or delete existing cookies, by adjusting the appropriate setting on your browser. Please consult the HELP menu of your browser to learn how to do this. If you block or delete "cookies" you may find the usefulness of our Sites to be impaired.

E. Log Files

Like many other websites, our Sites may make use of log files. The information inside the log files includes the IP address from which you access the Sites, the type of browser and operating system you use to access the Sites, the date and time you access the Sites, the pages you visit, and the addresses of pages from where you followed a link to the Sites. We may use such information to analyze trends, administer the Sites, track user's movement around the Site, and gather demographic information. Such information is not linked to any information that is Personal Information, with the exception of the IP address which might be used to identify spamming attempts.

PUBLICLY AVAILABLE INFORMATION

4. Any information, video, image, data, text, documents, or other content posted at your direction onto a public area of the Sites, becomes publicly published content and will be available to all users of that public area of the site, even if such content contains Personal Information. Please note that if you publish your contact information, you may receive unsolicited messages from users and visitors to the Sites. We encourage you to publish only information you are sure you want to be accessible to anyone.

THE WAY WE USE PERSONAL INFORMATION

5. If you submit Personal Information to us through the Site:
 - We will use your Personal Information to improve our services to you, to contact you and to identify and authenticate your access to the Site's services that you are authorized to access.
 - We may also use your email address to send updates, a newsletter or news regarding our services.
 - We may disclose your Personal Information or any information you submitted via the Sites and its services if we have a good faith belief that disclosure of such information is helpful or reasonably necessary to (i) comply with any applicable law, regulation, legal process or governmental request, (ii) enforce our Terms of Service including investigations of potential violations thereof, (iii) detect, prevent, or otherwise address fraud or security issues, or (iv) protect against harm to the rights, property or safety of eWave, its users, yourself or the public.
6. If our store is acquired or merged with another company, your information may be transferred to the new owners so that they may continue to sell products to you.

THE WAY WE USE ANONYMOUS INFORMATION

7. We may use Anonymous Information, or disclose it to third party service providers, to improve our services and enhance your experience with the Sites and their services. "Anonymous Information" means information which does not enable identification of an individual user, such as aggregated information about the use of our Sites and services.

CHOICE

8. You may choose whether or not to provide Personal Information to eWave. The notices we will provide where eWave collects Personal Information on the Sites should help you to make this choice. If you choose not to provide the Personal Information we request, you can still visit many parts of the Sites, but you may be unable to access certain options, offers, and services that involve our interaction with you.

COLLECTION OF INFORMATION BY THIRD-PARTY SITES

9. Our Sites may use a reputable third party to present or serve advertisements that you may see at our Sites. These third party ad servers may use cookies, web beacons, clear gifs or similar technologies to help present such advertisements, and to help measure and research the advertisements' effectiveness. The use of these technologies by these third party ad servers is subject to their own privacy policies and is not covered by our Privacy Policy.

OTHER SITES

10. Our Sites contains links to other sites. Other sites may also reference or link to our Site. We are not responsible for the privacy practices or the content of such other sites.
11. We assume no legal liability or responsibility for the actions of third parties, such as the Magento Marketplace, who may have their own privacy policy available on their website.

CHILDREN'S PRIVACY

12. The Sites are not intended for or structured to attract children under the age of 18. Accordingly, we do not intend to collect Personal Information from anyone we know to be under 18 years of age.

SECURITY

13. The security of your Personal Information is important to us. We follow generally accepted industry standards to protect the Personal Information submitted to us, both during transmission and once we receive it. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.
14. Notwithstanding anything contained in this Policy or elsewhere, eWave shall not be held responsible for any loss, damage or misuse of the User Information, if such loss, damage or misuse is attributable to a Force Majeure Event. A "Force Majeure Event" means any event that is beyond the reasonable control of eWave and includes, without limitation, fire, flood, explosion, acts of God, civil commotion, strikes, lock outs or industrial action of any kind, riots, insurrection, war, acts of government, power failure, sabotage, computer hacking, unauthorised access to computer data and storage device, system failure, virus, attacks, bugs, computer crashes, breach of security and encryption.

QUESTIONS AND CONTACT INFORMATION

15. If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information please see our website at ewave.com.

GOVERNING LAW AND JURISDICTION

16. This Policy will be governed and construed in accordance with the laws of Australia and by the laws of the State of New South Wales without regard to its conflicts or law provisions.

PRIVACY LEGISLATION

17. We must comply with and conduct all instructions requested in writing by you (acting reasonably) to enable you to comply with all requirements of the Privacy Legislation.
18. We must, in relation to any Personal Information processed in connection with the Product under this Agreement:
 - (a) act only on the documented instructions of you, including with regard to transfers of Personal Information to a country outside of the European Economic Area ("EEA"); unless the processing is required by Privacy Legislation or any applicable European Union or Member State law to which we are subject; in such case, we must inform you of that legal requirement before processing the Personal Information to the extent not prohibited by law on important grounds of public interest;
 - (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful access to or processing of Personal Information and against accidental loss or destruction or disclosure of, or damage to, Personal Information. We shall regularly, at least once a year, review, assess and evaluate the effectiveness of its technical and organisational measures and shall inform you of the result and send the full audit report on request; we must inform you of any envisioned significant changes of the technical and organisational measures at least four (4) weeks in advance of their implementation;
 - (c) immediately notify you of any actual or suspected unauthorised or unlawful access to or processing, loss, destruction or disclosure of Personal Information ("Security Incidents"), at the latest within twenty-four (24) hours after having become aware of it, and provide you with all relevant information, including the description of the nature of the incident, the name and the contact details of a contact person from whom further information may be obtained and a description of the measures taken or proposed to remediate the incident, including mitigation measures. This applies accordingly to any reasonable suspicion of a breach of Personal Information or any other breach of data security;
 - (d) take reasonable steps to ensure the confidentiality, reliability and monitoring of any persons who are involved in the processing and have access to the Personal Information, in particular ensure in each case that access is strictly limited to those persons who need to know or access the relevant Personal Information, as strictly necessary for the Services; further we must ensure that all such persons are subject to confidentiality undertakings or professional or statutory obligations of confidentiality; upon request, we shall immediately provide you with documentation of the confidentiality obligations;
 - (e) if Personal Information is collected from individuals within the EEA, we may store or transfer any of said Personal Information outside of the EEA without your written consent, which is expressly granted and understood that all necessary measures, including any contractual amendments, have been implemented to address the applicable requirements for cross-border transfers of Personal Information outside of the EEA; for such transfers outside of the EEA we both enter into the Standard Contractual Clauses ("SCC") (<https://ewave.com/wp-content/uploads/2018/07/Standard-Contractual-Clauses.pdf>); in the event that the SCC are amended, replaced or repealed by the European Commission or by the Privacy Legislation, we both agree on any updated

version of the SCC or to negotiate another solution allowing the transfer of Personal Data in accordance with the Privacy Legislation;

- (f) upon your written request and, otherwise, no later than ninety (90) days following the termination or expiry of this Agreement, will destroy all Personal Information collected in the context of our provision of the Services, unless Privacy Legislation requires further storage of the Personal Information; the deletion or destruction of the Personal Information must be confirmed to you in writing or in a documented electronic format;
 - (g) promptly forward to you any requests of any supervisory authority or third party concerning the processing of Personal Information; we may communicate with any supervisory authority or any third party in connection with the processing of Personal Information without prior approval from you, where compelled by legal requirements;
 - (h) make available to you all information necessary to demonstrate compliance with the obligations under the Privacy Legislation and provide you and/or your designated representative, such as another auditor mandated by the controller, with a copy of our audit report of our compliance with this clause;
 - (i) assist you in ensuring compliance with the obligations pursuant to [Articles 32](#) to 36 of Regulation (EU) 2016/679, taking into account the nature of processing and the information available to us, and
 - (j) comply with any additional obligations which you are obliged to impose upon us from time to time in order to ensure that you comply with the Privacy Legislation.
19. We must comply with and conduct all instructions requested in writing by you (acting reasonably) to enable you to comply with all requirements of the Privacy Legislation.
20. We must not appoint any third party to carry out any of our obligations under this Agreement (in whole or in part) without your written consent. Any such consent by you is expressly conditioned upon the us entering into a written agreement with such third party incorporating terms equivalent to the clauses in this Agreement, to the extent that the third party will be processing Personal Information on our behalf.
21. We do not indemnify you against any losses, liabilities and costs (including legal expenses) sustained, incurred or suffered by you arising as a result of our breach of this section, "PRIVACY LEGISLATION" or other sections of the Agreement..
22. We shall inform you immediately, if, in its opinion, your instruction infringes Privacy Legislation or other applicable Union or Member State data protection provisions.