

PRIVACY POLICY

Courante BV(registered under number 34091024)(DataMachine) operates datamachine.nl, datamachine.info, datamachine.io and datamachine.online (the 'Sites').

This privacy policy (the 'Privacy Policy') sets out the basis on which we will process any personal data that we collect, or that you provide to us. We are not responsible for the privacy policies of other websites or apps, and we encourage you to read all applicable terms, conditions and privacy policies when using other websites and apps.

According to data protection laws, we are the data processor.

Questions, comments and requests regarding this Privacy Policy and how we use your personal data are welcome and should be sent to bureau@datamachine.nl.

1.1 Agreeing to our Privacy Policy

By using our Services, you agree to us using your information in accordance with this Privacy Policy. There are certain services that we may not be able to provide if you choose not to provide relevant information.

By using our Services, you consent to us collecting and using personal information about you in accordance with this Privacy Policy. If you do not agree to the terms of this Privacy Policy, please do not use our Services.

You have choices regarding the information we collect about you. When you are asked to provide personal information, you may refuse. However, where such information is required to provide you with a service or feature, your use of that service or feature may be restricted as a result.

We will retain your personal information for as long as reasonably necessary for the relevant purpose.

1.2 What information do we collect?

We collect data to operate effectively and provide you with the best product experiences. Some of this data is provided directly by you, for example during account creation or when you contact us for support. Another part we get by recording how you use our products, for example by using technologies such as cookies - this allows us to collect data about your use of our Services, your device(s) and your location.

We will collect and process the following data about you (the 'Information'):

- Administrative Information you give us. You may give us information about yourself by filling in forms or by contacting us by telephone, electronically or otherwise. This includes information you provide us when you register, subscribe to a service, enter a competition, promotion or survey, and when you report a problem. The information you provide to us may include your name, address, e-mail address, date of birth, nationality and telephone number, and your preferences.

- Information we collect about you. We may automatically collect the following information about you:
 - technical information, including the internet protocol (IP) address used to connect your computer to the internet, your login details, screen resolution details, browser type and version, time zone settings, mobile and network information, browser plug-ins and versions, operating system, platform and information about your geographical location; and
 - information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our Services (including date and time); pages you have viewed or searched for; page response times, download errors, length of visit to certain pages, information about page interaction (such as scrolling, clicks and cursor movements), ways used to leave the page, and any phone number used to call our customer service.

1.3 Proprietary rights

- We or our licensors own and retain all right, title and interest, including all intellectual property rights, in and to our technology (including the Services) and any other Datamachine Materials provided by us to you. Except for the licences expressly set out herein, under these Terms you do not acquire any rights from us, our affiliates or our licensors in the Services or any related intellectual property rights owned or licensed by us.
- You instruct us to capture the image characteristics of Your Content in our Service once and to remove Your Content from our Systems immediately after the image characteristics have been captured by the Service. We can confirm that we do not use Your Content to develop and improve the Service or our technology.
- Your data compliance obligations. You represent and warrant to us that:
 - you have obtained all necessary rights, indemnities, consents and permissions to submit all Your Content in connection with the Service and to grant the rights granted to us in these Terms, including obtaining all necessary consents required by applicable Laws to process and manage Your Content for the purposes contemplated by these Terms;
 - You have provided all legally required privacy statements to end-users of your products or services using our Service, including ensuring that such statements include accurate and complete disclosure regarding the processing activities contemplated by these Terms and that comply with applicable Laws;
 - Your Content and its submission and use as you permit in these Terms does not contain any Malicious Code and does not violate any Law,

- you have any intellectual property rights, privacy rights, publication rights or other rights of third parties, or any policies or terms of you or any third party with respect to Your Content. We accept no responsibility or liability for Your Content, and you are solely responsible for Your Content and the consequences of submitting and using it with the Service.

1.4 Feedback

If you provide us with feedback on the functionality or performance of the Services (including identifying possible errors and improvements), you hereby assign to DataMachine all right, title and interest in and to the feedback, and DataMachine shall be free to use such feedback without payment or restriction.

1.5 Trademarks.

You grant us permission to include your name, logos and trademarks in our promotional and marketing materials and communications.

1.6 Open Source Materials

The Services may contain open source materials. You acknowledge that specific terms and conditions required by these open source materials may apply to their use. DataMachine will use reasonable efforts to include these terms in the applicable documentation; however, these terms will not: (a) impose additional restrictions on your use of the Services, or (b) nullify or modify DataMachine's responsibilities with respect to the Services.

1.7 Cookies

The websites of our Sites use cookies and similar technologies. For more information about the cookies we use on the Sites and their purpose, please see our [Cookie Policy](#).

1.8 How do we use your Information?

We may use your Information in a number of ways, including to deliver the Services, to personalise and improve the services we provide to you, to meet our obligations, to communicate with you, to analyse the use of our Services and in other ways you consent to.

We may share your information with our group companies, with law enforcement agencies, service providers, partners, people who manage or acquire our Services, and third parties you agree we may share with them.

We may disclose your Information to enforce the terms of use of our Services, to protect our rights, to comply with applicable laws, and as reasonably necessary to operate our systems and protect us and our users

We may use your Information:

- to communicate with you (including by post, telephone, electronically and/or via mobile messaging) to keep you informed, for example, about new features, offers (including goods and services) of our Services if you have given us permission to do so;
- to fulfil our obligations arising from agreements you have entered into with us, and to provide you with the information, products and services you have requested;
- to create an individual profile for you so that we can learn about and respect your preferences;
- for archiving purposes;
- to offer and provide the services you have requested;
- to conduct market research so that we can improve the products and services we offer;
- to improve the quality of our service and the security of our Services;
- to learn about your preferences so that we can improve the products and services we offer;
- in connection with targeting/advertising activities;
- to track activity on the Sites and our Services;
- in combination with personal data lawfully obtained from external sources;
- in a manner expressly authorised by you;
- to comply with legal and regulatory requirements; and/or
- for any other purpose that we may communicate to you from time to time.

You agree that we will share your information with:

- carefully selected third-party organisations to carry out certain processing activities on our behalf where such third parties have implemented the necessary security measures to comply with applicable data protection legislation;
- any partner of Datamachine, in a manner to which you have expressly consented (this includes consent by agreeing to certain marketing options, and contacting any of them as part of the registration process), and you agree that such parties may contact you in accordance with such consent;
- anyone who would take over the management of our Services or sub-contractors managing any part of our Services on our behalf. All other organisations that access your information on our behalf in the course of providing services are subject to strict contractual restrictions that ensure they will protect your information and comply with applicable data protection and privacy laws.

We may independently audit these service providers to ensure that they comply with our standards; and/or

- any law enforcement agency that requests it, once we are reasonably satisfied with the circumstances surrounding the request.

We will disclose your Information to third parties:

- to enforce or apply the terms of use of the Site, our Services or services provided to you;
- to protect our rights, property, or safety, customers or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction;
- to comply with applicable laws and lawful governmental requests; and/or
- to operate our systems properly, or to protect our users and ourselves.

Unless expressly stated in this Privacy Policy, we will not share your Information with others or sell, trade or license it to others without your express consent.

1.9 Security

We have implemented security protocols to protect your Information from unauthorised access, improper use or disclosure, unauthorised modification, and unlawful destruction or accidental loss. We grant access to our databases only when necessary, and only according to strict guidelines on how such data may be used.

1.10 Where we store your Information

We may use service providers to help us manage our Services (or services available on our Services).

1.11 Marketing and unsubscribing

If you wish to unsubscribe from the list, please click on the unsubscribe link in the relevant email, or send an email to bureau@datamachine.nl. Except to the extent you have consented to do so under this Privacy Policy, we will not share, licence or sell these email addresses without your express consent.

1.12 Your Rights in relation to your Information

You have the right to access, correct or erase your Information or, in certain cases, to object to our processing of it or to restrict processing. You do not normally have to pay a fee to exercise these rights, but we may require certain information from you.

In certain circumstances, you have the right to:

- request access to your personal information. You can receive a copy of the personal information we hold about you and check that we are processing it lawfully;
- request correction of the personal information we hold about you. Request correction of any incomplete or inaccurate information we may hold about you;
- ask to have your personal information erased. You can ask us to erase or delete personal information if there is no good reason to continue processing it. You also have the right to ask us to erase or delete your personal information when you have exercised your right to object to processing (see below);
- object where we process your personal information for direct marketing purposes or where we rely on a legitimate interest (or that of a third party) and if there is something about your particular situation that makes you want to object to the processing on this ground. In general, except in relation to marketing, we process your personal data to provide you with a service. Therefore, we will not be able to provide the service without this processing of your personal data;
- request a restriction on the processing of your personal information. You can ask us to suspend the processing of personal information about you, for example if you want to check its accuracy or want know the reason for its processing.

No fee is normally required - You do not have to pay a fee to access your personal information (or exercise other rights). However, we may charge a reasonable fee if your request for access is excessive or unfounded. In such circumstances, we may also refuse to comply with your request.

What we need from you - We may need specific information about you so that we can confirm your identity and safeguard your right to access the information (or to exercise your other rights). This is an additional appropriate security measure to ensure that personal information is not disclosed to anyone who is not entitled to it.

1.13 Changes to our Privacy Policy

Privacy laws and practices are constantly evolving. Our policies and procedures are therefore under constant review. From time to time, we may update our Privacy Policy. All such changes will be published on this page. Please check back regularly to see any updates or changes to the Privacy Policy.

1.14 Definitions.

‘Our Technology’ means the Services and any related or underlying technology and any modifications or derivatives of the foregoing, including Feedback.

“Offerings” means our products, services (including online and/or mobile services), applications, software, SDKs, APIs, account portal, documentation, models and anything else we make available for use.

‘Services’ means our Websites and our Offerings.

'Websites' means our websites owned or operated by DataMachine, such as datamachine.io.

'Your Content' means data, images, video, audio, text, content, code or other materials of any kind that you transfer, upload, submit or otherwise make available to us for processing, sharing with third parties, storage, hosting or use with the Services.

"Malicious Code" means any computer virus, Trojan horse, worm, time bomb, or other similar code or hardware component designed to disable, damage, or disrupt the operation of, permit unauthorized access to, erase, destroy, or modify any software, hardware, network, or other technology.

This is the latest version of the document, dated 30 July 2024.