

# USAGE & PRIVACY

## Terms and conditions of use

### **1. Introduction**

1.1 These terms and conditions shall govern your use of our website.

1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions

or any part of these terms and conditions, you must not use our website.

### **2. Copyright notice**

2.1 Copyright (c) 2024 Windak Group.

2.2 Subject to the express provisions of these terms and conditions:

(a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and

(b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

### **3. License to use website**

3.1 You may:

(a) view pages from our website in a web browser;

(b) download pages from our website for caching in a web browser;

(c) print pages from our website;

3.2 Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.

3.3 You may only use our website for your business purposes, and you must not use our website for any other purposes.

3.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

3.5 Unless you own or control the relevant rights in the material, you must not:

- (a) republish material from our website (including republication on another website);
- (b) sell, rent or sub-license material from our website;
- (c) show any material from our website in public;
- (d) exploit material from our website for a commercial purpose; or
- (e) redistribute material from our website.

3.6 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

#### **4. Acceptable use**

4.1 You must not:

(a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance,

availability or accessibility of the website;

(b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

(c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus,

Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;

(d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction, and data harvesting)

on or in relation to our website without our express written consent;

(e) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing, and direct mailing).

4.2 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

#### **5. Limited warranties**

5.1 We do not warrant or represent:

(a) the completeness or accuracy of the information published on our website;

(b) that the material on the website is up to date; or

(c) that the website or any service on the website will remain available.

5.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website,

at any time in our sole discretion without notice or explanation.

## **6. Breaches of these terms and conditions**

6.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way,

or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our website;
- (c) permanently prohibit you from accessing our website;
- (d) block computers using your IP address from accessing our website;
- (e) contact any or all your internet service providers and request that they block your access to our website;

## **7. Our details**

7.1 This website is owned and operated by Windak OÜ.

7.2 We are registered in Estonia under registration number 11025871 , and our registered office is at Treiali street 3, Peetri, 75312 Harju county, Estonia.

7.3 You can contact us by writing to the business address given above, by using our website contact form,

by email to [info@windakgroup.com](mailto:info@windakgroup.com) or by telephone on +372 655 9411.

# **GDPR (General Data Protection Regulation) Policies**

We may collect, use, store and transfer different kinds of personal information about you, which we have grouped together as follows:

**Identity information** includes an individual's name and age, employer's name/ company name, education, and previous work experience.

**Contact information** includes email address, telephone number, and country of residence.

Our website includes contact forms, in which we ask you to fill out relevant personal information in advance of our representatives to contact you or while applying for a job opening.

## **For what purpose do we use your personal information?**

To carry out various services and tasks we process your personal information for these purposes:

**Service and Spare Parts:** Our Service and Spare Parts forms are optional and are used for inputting personal information. This information helps us provide accurate feedback on your questions and enables a Windak Group representative to reach out to you via the information provided.

**Job Application:** The Job Application form, which is optional when applying for a job opening, is used to collect an individual's information, CV, and other relevant details. This allows us to evaluate your application effectively and ensures that a Windak Group representative can contact you regarding your application.

**Sales and Marketing:** We may also use your personal information for sales and marketing purposes. This includes sending you information about our products, services, and promotions that might be of interest to you. This processing is based on your consent, and you have the option to opt out of receiving such communications at any time.

## **With whom do we share this information?**

In principle, we use your data only internally. In a case of needing to share data, prior to any transfer, we will review the requirements under national law for the processing and protection of personal data. This is to determine our obligations as well as the recipient's obligations (including recipients in other countries) and to make sure such obligations are met.

We reserve the right to fully cooperate with any law enforcement authorities or court order requiring or requesting that we disclose the identity or other usage details of any user of our services or products.

## **How long do we store your information?**

We will only retain your personal information for as long as necessary to fulfill the purposes for which it was collected. The only exception is when we must comply with applicable legislation, regulatory requests and relevant orders from competent courts.

## How do we protect your information?

We take our security obligations seriously and take appropriate security measures to protect your personal information from unlawful or unauthorized processing and accidental loss, destruction, or damage.

We store personal information on secure servers that are managed by Windak Group and our service providers. Personal information that we store is subject to security and access controls, including username and password authentication and data encryption where appropriate.

## What are your rights?

**Request access** to your personal data. This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

**Request correction** of your personal data that we hold. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide.

**Request erasure** of your personal data. This enables you to ask us to delete or remove personal data where there is no justified reason for us continuing to process it. Please note that we may not always be able to comply with your request for erasure for specific legal reasons. If this is the case, you will be notified, if applicable, at the time of your request.

**Object to processing** of your personal data, where Windak Group feels there is a legitimate business use case for the data processing, however you feel it has an impact on your fundamental rights and freedoms.

**Request restriction of processing** of your personal data. This enables you to ask us to suspend the processing of your personal data.

Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format.

**Lodge a complaint** with your local data protection regulator. Please note, Windak Group has a vested interest in data privacy compliance and will openly address any concerns or needs. Please contact us before taking action against our personal data policies.

## Changes to our privacy statement

We reserve the right to update or change our privacy statement, which may happen periodically due to circumstances such as law changes or if we change our business in a way that affects personal data protection. The latest version of our privacy statement will always be available on our website.

This privacy statement was last updated on 23.02.2024.

## Questions, comment or requests

For questions, comments and requests regarding this privacy statement and to exercise your rights, contact [info@windakgroup.com](mailto:info@windakgroup.com)

## Cookie Policy

### What are cookies?

Cookies are small text files that are placed on your device by websites that you visit. They are widely used to make websites work, or work more efficiently, as well as to provide information to the owners of the site.

### How do we use cookies?

Windak Group uses cookies to enhance your experience on our website. This includes:

**Necessary Cookies:** These are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website.

**Analytical/Performance Cookies:** They allow us to recognize and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users find what they are looking for easily.

**Functionality Cookies:** These are used to recognize you when you return to our website. This enables us to personalize our content for you, greet you by name and remember your preferences.

**Targeting Cookies:** These cookies record your visit to our website, the pages you have visited, and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests.

### Managing Cookies

You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

If you want to delete any cookies that are already on your computer or stop cookies from being placed, refer to the instructions for your file management software to locate the file or directory that stores cookies. Information on deleting or controlling cookies is available at [www.aboutcookies.org](http://www.aboutcookies.org) (note: this will open a new window or tab).

### Consent

By using our website, you consent to our use of cookies as described above. However, you can choose to decline cookies at any time.

### Changes to our cookie policy

We reserve the right to update or change our cookie policy, which may happen periodically due to circumstances such as changes in technology or law. The latest version of our cookie policy will always be available on our website.