

Terms of Service

Introduction

These terms apply to users of the VPN Service provided by Sparkridge BVBA through our website deployvpn.com. By accepting the present terms and conditions, you, the User and we, Sparkridge BVBA are bound by these terms and conditions and by our policies as published on this web page.

These terms and the VPN Service deployvpn.com ("our Site") and the VPN Service are both operated by Sparkridge BVBA. (referred to as "we", "us" and "our").

We are a company incorporated and registered in Belgium with Company Number 0698.756.524 whose registered office is at Uitbreidingstraat 84/3, 2600 Berchem, Belgium.

If you have any questions regarding these terms, you can contact us by email at partners@deployvpn.com

The VPN Service provides our users with access to our network of servers around the world using our proprietary VPN software (the "Software").

Your Basic Responsibilities

By registering to use our VPN Service you confirm that:

- you have provided accurate and complete registration data and that you shall inform us of any changes in your registration data without delay;
- you are legally capable of entering into binding contracts without consent of your legal guardian, if any, or you have received such appropriate consent;
- if you are acting for an organization (such as a company or a partnership), you are authorized to enter into these terms for and on behalf of that organization (in which case, references in these terms to "you" are to that organization, and not you personally);
- by accessing and using our site and the services on our site, you are complying with all applicable laws and regulations in the country in which you are located - to this effect see also PROHIBITED USES below;
- you treat your username and password, and any other security details, as confidential, and not disclose it to any other person; and
- you prevent unauthorized access to your account. We have the right to suspend or close any DeployVPN account and block your use of our VPN Service and site, if (in our opinion) you have failed to comply with any part of these terms.

Data Privacy

Please see GDPR Privacy Policy which forms part of these VPN Terms and Conditions.

By using our website, you agree to be bound by this policy.

The information you give us may include your name, address, e-mail address and phone number, financial and credit card information.

Our Subscription Plan, Payment & Refunds

Our VPN Service is available on subscription plans as detailed on our website. You may download our software to, or configure a device for, an unlimited number of devices. Your subscription is for your own use and for one user only and you may not rent, lend, hire out or otherwise share your connection with another person.

The plans we offer, and the prices, are as shown on our site. You will need to select the subscription plan that best suits your needs. We can change our prices at any time, but changes will not affect any subscription that you have already paid for.

All fees are charged and payable in full in advance. All fees exclude VAT (where applicable).

You must pay us in one of the currencies stated on our site. Payment can be made by debit or credit cards, or through one of the payment gateways, shown on our site. If you set up a recurring payment, you authorize us to take payment in this way on an ongoing basis using the payment details you provide, until you tell us to change your method of payment. If you wish to change your method or payment, or change your payment details, please tell us as soon as you can so that we can try to implement the change before the subscription expires. If we are unable to take a recurring payment, your subscription will not be renewed.

Prohibited Uses

- You may use our Site and any software downloaded from our Site only for lawful purposes. Including, but not limited to the following, you may not use our Site or VPN Service:
- in any way that breaches any applicable local, national or international law or regulation and doesn't break the law in the country where the VPN is located;
- for the purpose of harming or attempting to harm minors in any way;
- in any way which contravenes the virus and hacking provisions as set out in Clause (Viruses, Hacking and Other Offences).
- to upload, post, email or otherwise transmit any content that is directed to inciting or producing imminent conduct that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable and is likely to produce such conduct;
- to impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- to forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the system;

- to upload, post, email or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- to upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," or "pyramid schemes";
- to interfere with or disrupt our systems or software or servers or networks, or disobey any requirements, procedures, policies or regulations of networks connected to our systems;
- to collect or store personal data about other users without their knowledge; or
- to promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals.

Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in our VPN Service and nothing in these terms shall grant you any rights, title or interest in and to such intellectual property rights.

Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

If you use, copy or download any part of our Site in breach of these terms, your right to use our Site, our VPN Service will cease immediately and you must, at our request, return or destroy any copies of the materials you have made. In such event you acknowledge that Sparkridge BVBA may be irreparably harmed by the breach and damages may not be an adequate remedy and you therefore agree that Sparkridge BVBA will be entitled to seek equitable relief, including injunctive relief and specific performance.

Viruses, Hacking and Other Offences

You must not misuse our Site or VPN Service by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

You must not attempt to gain unauthorized access to, interfere with, damage or disrupt, our Site, our VPN Service, the servers, equipment or network on which our Site or VPN Service is hosted, any software used in the provision of our Site or VPN Service or any server, computer or database connected to our Site or VPN Service.

You must not attack our Site or VPN Service via a denial-of-service attack, distributed denial-of-service attack or any other form of online or electronic attack. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site or VPN Service will cease immediately.

Suspension and Termination

We will determine, in our discretion, whether there has been a breach of these terms through your use of our Site or VPN Service. Failure to comply with these terms constitutes a material breach of the terms upon which you are permitted to use our Site, our VPN Service, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our Site, VPN Service and/or our Software with no refund;
- issue of a warning to you;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to legal costs) resulting from the breach;
- further legal action against you; or
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

The responses described in these terms are not exhaustive, and we may take any other action we reasonably deem appropriate.

You may use our Site and any software downloaded from our Site for 1 hour following the termination of your contract or for 1 hour following expiry of the term of your subscription.

Our Liability, No Warranty

Our VPN Service is provided on an "as is" basis without any guarantees, conditions or warranties as to its quality or suitability for any particular purpose. We hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and make no representation or warranty, express or implied, as to the accuracy or completeness or satisfactory quality or fitness for a particular purpose of our VPN Service. We also expressly disclaim liability for any harm resulting from encountering offensive material found by you on the Internet. To the extent permitted by law, and subject to the exceptions below, we hereby expressly exclude liability for all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity, any direct, indirect or consequential loss or damage incurred by you or any user in connection with our VPN Service, or in connection with the use, inability to use, or results of the use of our VPN Service, any websites linked to it and any materials posted on it, including, without limitation any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill.

Where our Site contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites and accept no responsibility or liability for them or for any loss or damage that may arise from your use of them.

The provisions of this Clause do not limit or exclude our liability for death or personal injury arising from our negligence, nor our liability for fraud or fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

In any other case, our liability under or in relation to our Site and VPN Service in respect of all claims (whether for negligence, breach of contract or otherwise) will be limited to 50% of the subscription fees received from you in the calendar year up until the cause for liability occurs.

Miscellaneous

We may update or require you to update the Software at any time and we may unilaterally revise, suspend or modify all or part of these VPN Terms and Conditions at any time or change the VPN Service, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any part of our VPN Service which you paid for but have not received.

The Belgium courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Site or use of our VPN Service.

These VPN Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Belgium.

These VPN Terms and Conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any contract.

If you have any concerns about material which appears on our Site, please contact partners@deployvpn.com.

Privacy Statement

General

Sparkridge BVBA ("We" or "Data Controller" or "us") are committed to protecting and respecting your privacy.

This policy (together with our VPN Terms and Conditions and any other documents referred to on it) sets out the basis on which any personal data we collect from yours, or that you provide to us, will be processed by us. Please read the following carefully to understand our practices regarding your personal data and how we will treat it.

For the purpose of the Data Protection Act 2004 (the "Act") and Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) (together the "Data Protection Legislation"), the data controller is Sparkridge BVBA a company incorporated in Belgium and registered in Belgium with Company Number 0698.756.524 whose registered office is Uitbreidingstraat 84/3, 2600 Berchem, Belgium.

Principles Relating to Processing of Personal Data

In the course of processing personal data, the Sparkridge BVBA as Data Controller observes and acts in line with the following principles stipulated in Article 5 of the GDPR:

- lawfulness, fairness and transparency – this means that your personal data will be collected, stored and processed lawfully and fairly and we will be transparent with you about the manner in which we do so;
- purpose limitation – this means that we will only collect your personal data for specific legitimate purposes, and we will not process your personal data in a manner which would contradict those purposes;
- data minimization – this means that the personal data we collect about will be limited to what is adequate and relevant in relation to the purpose for which we have collected it;
- accuracy – this means that we will keep personal data we hold about you accurate and up to date;
- storage limitation – which means that we will only collect, store and process your personal data only for as long as is necessary (in connection with the purpose for which we have collected it); and
- integrity and confidentiality – which means that we will keep personal data that we collect, store and process about you secure.

Lawfulness of processing

The Data Controller may process data only if and to the extent that at least one of the following applies:

- the data subject (you) has freely given specific, informed and unambiguous consent to the processing of his or her personal data for one or more specific purposes (“consent”);
- processing is necessary for the performance of a contract to which the data subject (you) is party or in order to take steps at the request of the data subject (you) prior to entering into a contract (“performance of the contract”);
- processing is necessary for compliance with a legal obligation to which the Data Controller is subject (“statutory processing”);
- processing is necessary in order to protect the vital interests of the data subject or of another natural person (“vital interest”);
- processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Data Controller (“exercise of public powers”);
or
- processing is necessary for the purposes of the legitimate interests pursued by the Data Controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child (“legitimate interest”).

Information We Obtain

We will collect and process the following data about you:

Information you give us

Contract and contact data

This is information about you that you give us by filling in forms on our site www.deployvpn.com.com (our site) or by corresponding with us (by phone, e-mail, electronic chat or otherwise). It includes information you provide when you register to use our site, subscribe to our service (the “Services”), and when you report a problem with our site. The information you give us may include your name, address, e-mail address, financial and credit card information.

The legal basis of this data processing is the performance of a contract under which we provide the Services to you (and to which to which the you are a party) or in order to take steps at your request prior to entering into a contract (“performance of the contract”).

The purpose of data processing is registration and performance of contract, including free use.

Providing the relevant data is the pre-condition of concluding a contract with you in other words, the data is required in order for you to register to make use of the Services. You are always free to refuse to provide your data. Please note however, that if you decide not to provide your data, we may not be able to provide the Services to you.

We process the personal data for 1 year after the cessation of the contract, or, in the case of a legal dispute, until the conclusion of the legal dispute.

Billing data

Your billing data (name, address) is processed on the basis that it is necessary for compliance with a legal obligation to which we are subject (“statutory processing”). The purpose of such processing is to issue invoice and assess our VAT liability for customers in the EU on a country by country basis if applicable.

We need you to provide us with the relevant data so that we may carry out our obligations to you and provide you with our services. You are always free to refuse to provide your data. Please note however, that if you do not provide us with the data that we need, then we will not be able to provide the services to you.

We process the personal data as long as we are required to in accordance with applicable laws (i.e., until the end of the limitation period); or, in the case of a legal dispute, until the conclusion of the legal dispute.

Information we collect about you

Every time you visit our site (this does **not** include usage of our VPN client software) we will automatically collect the following information:

- technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
- information about your visit, including the full Uniform Resource Locators (URL), clickstream to, through and from our site (including date and time), products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page.

With the software and configuration files we provide we may collect information from you which may include but is not limited to your devices identifiers, including unique identifiers, operating system’s version, language, IP addresses, network information, user information on the operating system, routing tables, DNS server addresses, other filesystem information. This information is only used for troubleshooting purposes. You can opt out of this collection in the desktop client by disabling the “Report operational errors” option in the “Settings” menu. When using third party client software this information is not collected by us.

The purpose of processing this data is the legitimate pursuit of troubleshooting and service development (legitimate interest).

Providing the relevant data is not a pre-condition of concluding a contract with you. You are always free to refuse to provide your personal data.

It is in our legitimate interest to use the above data for troubleshooting and service development. Processing the above data is necessary for the purpose; it is proportionate and coherent with the

data minimization principle since no other data is collected in this context. As written above, you may freely block the relevant data flow.

In these circumstances, the Data Controller processes the personal data for 30 days or, in the case of a legal dispute, until the conclusion of the legal dispute.

Information we receive from other sources

When paying us via credit/debit card we receive information from the payment processor (please see our website for more details). This information includes your billing name and address, and your card type. It does not include your credit/debit card number, expiry or CVV. Your credit card information is encrypted on the fly and it is stored on the payment processors servers. We never see your credit card information.

We do not use any third-party tracking or analytics applications, and do not receive any information about you from these.

The legal basis of this data processing is the performance of our contract with you (“performance of the contract”).

The purpose of data processing is registration and performance of contract.

Providing the relevant data is the pre-condition of concluding a contract with you. You are always free to refuse to provide your data. Please note however, that if you decide not to provide your data, we may not be able to provide the Services to you under the contract with you.

The Data Controller processes the personal data for 1 year after the cessation of the contract, or, in the case of a legal dispute, until the conclusion of the legal dispute.

Cookies

Our website uses cookies to distinguish you from other users of our website. A cookie is a small file of letters and numbers that we store on your browser. Cookies contain information that is transferred to your computer's hard drive. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site.

Uses Made of the Information

We use information held about you in the following ways:

Information you give to us

We will use this information:

- to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us;
- to carry out our legal obligation stipulated by applicable laws;
- to carry out fraud checks on payment information via a third-party fraud detection service.
- to provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about which is our legitimate interest;

- to provide you, or permit selected third parties, limited to third party email services (for example Mailchimp) to provide you, with information about goods or services we feel may interest you. If you are an existing customer, we (or third parties on our behalf) will only contact you by electronic means (e-mail or electronic chat) with information about goods and services similar to those which were the subject of a previous sale or negotiations of a sale to you. You may opt out from receiving such information at any time by letting us know.
- to notify you about changes to our service; and
- to ensure that content from our site is presented in the most effective manner for you and for your computer.

Information we collect about you

We will use this information:

- to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- to improve our site to ensure that content is presented in the most effective manner for you and for your computer (or device);
- to allow you to participate in interactive features of our service, when you choose to do so;
- as part of our efforts to keep our site safe and secure;
- to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you; and
- to make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them.

Information we receive from other sources

We will combine this information with the information you give to us and the information we collect about you. We will use this information for the performance of our contract with you (“performance of the contract”).

Disclosure of Your Information

We may share your personal data with:

Any member of our group, which means our subsidiaries from time to time or our ultimate holding company and any of its subsidiaries, this will be done for the processing purposes highlighted in section 4.

The below third parties as data processors (recipients):

- Accountant;
- Payment providers as seen on our website
- Third party fraud detection service provider
- Email sending services, including but not limited to Mailchimp and Mandrill (<https://mailchimp.com> and <https://mandrillapp.com>)

Your web browsing information may be shared for retargeting purposes with Google Inc, if your first page impression is a marketing campaign we are running. User's data who are visiting our front page for the first time is not shared with Google Inc.

We will disclose your personal information to third parties:

- in the event that we sell or buy any business or assets, in which case we will disclose your personal data to the prospective seller or buyer of such business or assets.
- if Sparkridge BVBA or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- if we are under a duty to disclose or share your personal data in order to comply with any legal obligation (outside of those under the Data Protection Legislation), or in order to enforce or apply our Terms of Use and other agreements; or to protect the rights, property, or safety of Sparkridge BVBA, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

Where we store, transfer and/or process your personal data outside of the European Economic Area ("EEA") we will strive to ensure that the individuals or entity receiving the personal data provides an adequate level of protection for that personal data.

Please contact us if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

The Data Controller may change the data processors by a business decision. At your request, the Data Controller shall inform you directly of the current list of data processors. We encourage you to periodically review it so that you can exercise your rights of information and the protection of personal data.

Security of processing

We take all reasonable measures to ensure the security of your personal data and to provide an appropriate level of protection against the risk of access, alteration, unauthorized transfers/disclosures, unauthorized destruction or accidental destruction or damage to the personal data, and the risk of it becoming inaccessible due to the change in the applied technology. We strive to ensure the security of personal data by implementing appropriate technical and organizational measures such as:

- the pseudonymization and encryption of personal data;
- the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- the ability to restore the availability and access to personal data in a timely manner in the event of a physical and technical incident;
- a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, with special regard to those arising from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed.

We shall take steps to ensure that any natural person acting under our authority who has access to personal data does not process it except on our instruction.

In the case of a personal data breach, the we shall without undue delay and, where feasible, not later than 72 hours after having become aware of it, notify the personal data breach to our regulator, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons.

We shall document any personal data breaches, comprising the facts relating to the personal data breach, its effects and the remedial action taken.

When the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons, we shall communicate the personal data breach to the data subjects without undue delay. The communication to the data subject shall not be required if:

- we have implemented appropriate technical and organizational protection measures, and those measures were applied to the personal data affected by the personal data breach, in particular those that render the personal data unintelligible to any person who is not authorized to access it, such as encryption;
- we have taken subsequent measures which ensure that the high risk to the rights and freedoms of data subject is no longer likely to materialize;
- it would involve a disproportionate effort.

Your Rights

You have the right to ask us not to process your personal data for marketing purposes at any time. You can exercise your right to prevent such processing by not checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at partners@deployvpn.com

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

In connection with data processing, you have the right of information, access to and rectification or erasure of your personal data, the right to data portability and the right to object.

Your rights and remedies related to data processing

In connection with data processing, you have the right of information, access to and rectification or erasure of your personal data, the right to data portability and the right to object.

Right of information

You have the right to be provided with clear, transparent and easily understandable information about how we use your personal data and your rights. Where personal data relating to you is collected from you, we, at the time when personal data are obtained, will provide you with all of the following information:

- the identity and the contact details of the Data Controller;
- the contact details of the Privacy Specialist;
- the purposes of the processing for which the personal data are intended as well as the legal basis for the processing;
- where the processing is based on the legitimate interests pursued by the Data Controller or by a third party;
- the recipients or categories of recipients of the personal data, if any;
- where applicable, the fact that the Data Controller intends to transfer personal data to an organization outside of the EEA;
- the period for which the personal data will be stored, or, where that is not possible, the criteria used to determine that period;
- the existence of your right to request access to and/or rectification or erasure of personal data or to restrict us from processing your personal data, or to object to processing as well as the right to data portability;
- where processing is based on consent, the existence of the right to withdraw consent at any time;
- the right to lodge a complaint with the supervisory authority;
- whether the provision of personal data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, as well as whether the data subject is obliged to provide the personal data and of the possible consequences of failure to provide such data;
- the existence of automated decision-making, including profiling.

The controller shall provide the data subject with the following information in the event that personal data have not been obtained from the data subject:

- the identity and contact information of the controller;
- the contact details of the data protection officer (where applicable);
- the purpose for processing the personal data as well as any legal basis for processing;
- the recipients of the personal data; and
- the categories of personal data obtained.

To ensure fair and transparent processing, the controller shall also provide the data subject with the following:

- information regarding the period for which the data will be stored and the criteria used to determine the timeframe;
- where the processing is based on the legitimate interests pursued by the Data Controller or by a third party;

- the means for the data subject to request from the controller erasure or rectification of personal data, restriction of processing of data, and the facility for data portability;
- the means for the data subject to request withdrawal of consent at any time, without affecting the lawfulness of the processing;
- the right to file a complaint with the supervisory authority;
- information regarding the source(s) from which the personal data was obtained, and whether the data was obtained from publicly accessible sources; and
- information regarding the existence of any automated decision-making, including information regarding the logic involved, and any potential consequences to the data subject in relation to automated decision-making.

Right to access

You have the right to obtain confirmation as to whether or not personal data concerning you are being processed, and, where that is the case, access to the personal data and the following information:

- the purposes of the processing;
- the categories of personal data concerned;
- the recipients or categories of recipient to whom the personal data have been or will be disclosed, in particular recipients outside of the EEA or international organizations;
- where possible, the envisaged period for which the personal data will be stored, or, if not possible, the criteria used to determine that period;
- the existence of your right to request from the Data Controller rectification or erasure of personal data or restriction of processing of personal data concerning you or to object to such processing;
- the right to lodge a complaint with a supervisory authority;
- where the personal data are not collected from the data subject, any available information as to their source;
- the existence of automated decision-making, including profiling, and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the data subject.

Right to rectification

You have the right to request that we rectify any inaccurate personal data concerning you without undue delay. Taking into account the purposes of the processing, you have the right to have incomplete personal data completed.

Right to erasure ("right to be forgotten")

You have the right to request that we delete/erase the personal data we hold about you without undue delay and the law has the obligation to erase personal data we hold about you without undue delay where one of the following grounds applies:

- the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
- you withdraw your consent underlying the data processing (if this is the legal base) and the processing has no other legal base;
- you exercise your right to object to data processing;
- the personal data have been unlawfully processed;
- the personal data have to be erased for compliance with a legal obligation in Union or Member State law to which the Data Controller is subject;
- the personal data have been collected in relation to the offer of information society services.

Right to restriction of processing

You have the right to restrict the processing of your personal information by us where one of the following applies:

- if you contest the accuracy of the personal data, for a period enabling the Service Provider to verify the accuracy of the personal data;
- the processing is unlawful, and you oppose the erasure of the personal data and request the restriction of their use instead;
- we no longer need the personal data for the purposes of the processing, but they are required by you for the establishment, exercise or defense of legal claims; or
- you have objected to processing; in such a case restriction applies pending the verification whether the legitimate grounds which may override of yours.

Right to data portability

You have the right to receive the personal data we hold concerning you, which you have provided to us, in a structured, commonly used and machine-readable format and have the right to transmit that data to another service provider without hindrance from us where:

- processing was based on a consent or a contract; and
- the processing is carried out by automated means.

Right to object

You have the right to object, on grounds relating to your particular situation, at any time to processing of personal data concerning you, including profiling based on those provisions. The Data Controller shall no longer process the personal data unless the Data Controller demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims.

You can exercise the above rights of data subjects as follows:

Contact us using any of the following points of contact:

Mailing address: Uitbreidingstraat 84/3, 2600 Berchem, Belgium

E-mail: partners@deployvpn.com

On receipt of a request under this Privacy Statement, we shall try to provide the information sought without undue delay and in any event within one month of receipt of the request. That period may be extended by two further months if the request is particularly complex or burdensome.

We will inform you of any such extension within one month of receipt of the request, together with the reasons for the delay. This information is provided free of charge however, we may charge a fee where the request is unfounded or excessive. In such circumstances we may also refuse to provide such information.

How Will We Keep Your Data?

We will only keep your personal data for as long as necessary to fulfil the purposes set out above. The specific terms we apply are contained above at Section 2.

We may keep your personal data for longer where we are required to do so by law, or it is necessary to establish, make or defend a legal claim.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data, and the likelihood of a legal claim.

Changes to Our Privacy Statement

This privacy statement is dated 25th of May 2018. Any changes we make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

Our Regulator

You have the right to make a complaint at any time to the Data Protection Authority (the “DPA”), the supervisory authority for data protection issues in Belgium (www.dataprotectionauthority.be). We would, however, appreciate the chance to deal with your concerns before you approach the DPA so please contact us in the first instance.

Data Protection Authority
Rue de la Presse 35, 1000 Brussels

Tel: +32 (0)2 274 48 00

Fax: +32 (0)2 274 48 35

E-mail: contact@apd-gba.be

Contact

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to partners@deployvpn.com