



Privacy Policy for Customers

At Connie, protecting your privacy as a Customer and the privacy of those receiving documents from you is very important to us. This privacy Policy tells you how we process your Personal Data, how it is processed, and for what purposes.

The legal entity responsible for processing your Personal Data under this Privacy Policy is Connie ApS, a Danish registered company at Brandts Passage 15, 2, 5000 Odense, Denmark. Our company registration number is DK42768294.

1. Definitions

1.1. "Controller" means an entity that determines the purposes and means of the Processing of Personal Data.

1.2. "Customer" means a person or entity registered with Connie to use the Services. A Customer can either be an Account Owner (the one who created an account with Connie) or an Account User (One who has received an invite to use an existing account).

1.3. "Signer" means a person or entity the Customer contacts through our Services, typically to have them review or sign one or more documents.

1.4. "Document" means any contract, agreement, release form, or other document the Customer manages using our Services (creates, issues, signs, renews, cancels, etc.)

1.5. "Data Protection Laws" means all data protection and privacy laws and regulations of the EU, EEA, and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data.

1.6. "GDPR" means (a) the Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons about the Processing of Personal Data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), and (b) the United Kingdom General Data Protection Regulation.

1.7. "Personal Data" means any information about an identified or identifiable natural person.

1.8. "Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction. "Process", "Processes", and "Processed" shall be interpreted accordingly.

1.9. "Processor" means a natural or legal person, public authority, agency, or any other body which Processes Personal Data on behalf of the Controller.

1.10. "Services" means any product or service provided by Connie pursuant to Connie's [Terms & Conditions](#) ("T&C").

1.11. "We", "us", and "our" refer to Connie.

1.12. "You," "your", and "yours" refer to the Customer.

2. Connie as a Processor

Connie acts as a Processor when providing the Connie Services to the Customer. This is described in detail in our [Data Processing Agreement](#).

3. What Information we Process & for What Purposes

Below you can read more about the types of processing we do:

3.1. For Customers:

In connection with providing you as an account owner to our Services, we process data on your name, profile picture, email, phone, billing information (billing address, payment information). We may also process organization information such as name, address, geographic location and VAT code.

3.2. At any time, you may log in and change this information or remove it. You may decline to provide Personal Data to the Services, however, some of the Personal Data we ask you to provide, for example, the email address is mandatory for our Service. If you decline to provide it, we may not be able to provide that service to you.

3.3. Please note, Connie does not process or store your credit card information. Customer Account Owners enter their credit card information after the free trial period ends. This information, along with your billing address and company's VAT# is transferred to our third-party payment processor Stripe. Please find their Privacy statement [here](#).

This does not apply to enterprise licenses (where we invoice), educational licenses and partnership licenses, and if you have privacy concerns around this, you can opt in to receive invoices instead.

3.4. We generally do not process Signer information as a Controller. Customers use Connie to collect information about Signers, typically their name and email and other relevant information, to be able to enter into contracts with the Signers via our Services. For this processing, the Customer will act as the Controller. This is described in detail in our [Data Processing Agreement](#).

4. How we collect your information

4.1. Customers may import Personal Data into the Services they have collected from their Signers or other individuals. We have no direct relationship with Customers' Signers or any individuals other than our Customers. Our Processing of Personal Data is based on the Customer's legal basis and Customers are responsible for making sure they have the necessary permissions for us to Process Personal Data about Signers or other individuals.

4.2. Data logging: We log data whenever you and your Signers access our Services and when you/they perform key actions on Documents. This data is used to create a "paper trail" on the Documents you either create, issue, edit, sign or perform other similar actions on. Log data include things like email, IP address, timestamp, browser type and a cryptographic hash for the document.

4.3. Third-party services: We DO NOT use third-party services, such as Google Analytics and Facebook, to collect and analyze log data.

5. Transferring to third-party companies

5.1. We will never sell, rent, or lease your Personal Data to a third party.

5.2. We process your personal data with confidentiality and we generally do not disclose your information with third parties. However, we may further disclose your personal data if you have given your consent hereto or if we have a legitimate interest in the disclosure.

5.3. We may entrust your personal data to our system suppliers who process personal data on our behalf and according to our specific instructions in accordance with the data processing agreements we have entered.

6. Email Communications & Opting Out

6.1. From time to time you may receive emails related to your use of our Services. Based on the Personal Data that you provide us, we may communicate with you in response to your inquiries to provide the Services you request and to

manage your account. If we have your consent, we may also use your Personal Data to send you updates and other promotional communications. Every email will contain a link to be able to opt-out of receiving it. We may still send important messages regarding administrative matters, updates, disputes, and customer service issues that are required to provide the Services.

7. Safety of Your Information

7.1. Connie takes reasonable precautions, technical and organizational security measures to ensure a level of security appropriate to the risk. We follow industry best practices in order to protect your Personal Data from any unauthorized or unlawful breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data and to preserve the security and confidentiality of the data.

7.2. The Customer is responsible for reviewing the information made available by Connie relating to its data security and making an independent determination as to whether the Services meet Customer's requirements and legal obligations under Data Protection Laws. Also, Customer is responsible for its secure use of the Services, including securing its account authentication credentials, protecting the security of Personal Data when in transit to and from the Services and taking any appropriate steps to securely encrypt or backup any Personal Data uploaded to the Services.

7.3. Our data storage center is in the European Union and has an information storage security certificate (ISO 27001).

8. Links to other websites

As part of the Service, we may provide links to or compatibility with other websites or applications. However, we are not responsible for the privacy practices employed by those websites or the information or content they contain. This Privacy Policy applies solely to information collected by us. Therefore, this Privacy Policy does not apply to your use of a third-party website accessed by selecting a link via our Service. To the extent that you access or use

the Service through or on another website or application, then the privacy policy of that other website or application will apply to your access or use of that site or application. We encourage our users to read the privacy statements of other websites before proceeding to use them.

9. Age of consent

By using the Service, you confirm that you are at least 16 years of age.

10. California Consumer Privacy Act

10.1. According to The California Consumer Privacy Act ("CCPA"), residents of California, United States, have specific rights regarding their Personal Data. California consumers have the right to 1) request that businesses disclose information about their collection and use of Personal Data over the past year, 2) ask such businesses to delete Personal Data, and 3) opt-out of the sale of their Personal Data.

10.2. Connie, in terms of CCPA, acts as a service provider and we process Personal Data on our Clients' behalf. Please direct any requests for access or deletion of your Personal Data to our Clients with whom you have a direct relationship.

11. Changes

Connie reserves the right to change this Privacy Policy at any time. If we decide to change this Privacy Policy, we will post these changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it. All changes are effective immediately upon posting, and we suggest you check this Privacy Policy periodically if you are concerned about how your information is used.

12. Contacting Connie

If you:

- would like to make use of your rights as a data subjects, i.e. to request access to the information we hold about you, correct, modify, delete, update or provide a copy of your Personal Data that you have provided to us, or
- have any questions regarding this Privacy Policy or the practices of this site, wish to withdraw your consent for the continued collection, would like to object to your Personal Data being used, or have any additional questions:

Please contact us any time via email: privacy@connie.page

Last updated on March 12th, 2024

Changelog

March 12th 2024.

Company info updated. Connie ApS is now incorporated with VAT# DK42768294.

Section 3.3 updated with new payment processor, Stripe, and the possibility to opt for invoicing is added. Various typos corrected throughout.