

PRIVACY POLICY

Monetha GmbH, with registered offices in Baarestrasse 10, 6302 Zug, Switzerland (the “**Company**”) commits to ensure the security of the visitors’ personal data and protection of rights when visitors use and navigate the Company's website [verfacto.com](https://www.verfacto.com) (the “**Website**”) and/or uses Company’s product – Verfacto.

This “Verfacto” Privacy policy (the “**Policy**”) contains the main rules on how and why the Company process any data, which can be considered as personal data when the customer of the Company uses the Company service called “Verfacto”.

The Policy is considered as a part of the general Terms of Service of the Company <https://www.verfacto.com/wp-content/uploads/2021/03/terms-of-service.pdf> (the “**Terms**”), agreement on provision of services, cooperation agreement, reseller agreement, non-disclosure agreement, order form or any other agreement (the “**Agreement**”).

The Policy is concluded between the Company and the customer who uses the Company services (the “**Customer**”).

The terms used in this Policy shall have the meanings set forth in this Policy. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement or Terms. Except as modified below, the terms of the Agreement or Terms shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an annex to the Agreement if the Agreement is concluded. Except where the context requires otherwise, references in this Policy to the Agreement are to the Agreement as amended by, and including this Policy.

DEFINITIONS

“**Verfacto**” the Company’s product which is defined at <https://www.verfacto.com> and at <https://www.verfacto.com/wp-content/uploads/2021/03/terms-of-service.pdf>.

“**Customer**” any legal or physical person, who is using Verfacto services and becomes a user after signing up at <https://backoffice.verfacto.com> or after concluding the services agreement or any other Agreement, related to Services of the Verfacto, with the Company.

“**Applicable laws**” means (a) European Union or Member State laws with respect to any company Personal Data in respect of which any company is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any company Personal Data in respect of which any company is subject to any other Data Protection Laws;

“**Personal data**” means any information relating to (i) an identified or identifiable legal entity (where such information is protected by Data Protection Legislation similarly to data which identifies a living individual). According to the Policy, Personal data includes Customer’ personal data and the Customer clients/users personal data, which the Customer received in compliance with Applicable laws, Data Protection laws, EU Data Protection laws, and GDPR.

“Contracted Processor” means Processor or a Subprocessor;

“Data Protection laws” means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

“EEA” means the European Economic Area;

“EU Data Protection laws” means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

“GDPR” means EU General Data Protection Regulation 2016/679.

“Services” means the services of the Verfacto and/or other activities to be supplied to the Customer. A detail explanation of the services can be found at the following address <https://www.verfacto.com/wp-content/uploads/2021/03/terms-of-service.pdf>

“Standard Contractual Clauses” means the standard data protection clauses to be adopted by the Commission in accordance with the examination procedure referred to in Article 93(2) of the GDPR as well as standard data protection clauses adopted by the Commission in accordance with Article 26(4) of Directive 95/46/EC, until amended, replaced or repealed.

“Subprocessor” means any person (including any third party and any Processor Affiliate, but excluding an employee of Processor or any of its subcontractors) appointed by or on behalf of Processor or any Processor Affiliate to Process Personal Data on behalf of any Company in connection with the Main Agreement.

“Google Ads Integration” means integration with Google Ads for extraction of campaign performance information. Collected information is limited to campaign identification (Campaign name, Ad set name, Ad information) and performance (Cost, Conversion, Clicks, Impressions and derivative metrics)

The terms, **“Commission”**, **“Controller”**, **“Data Subject”**, **“Member State”**, **“Personal Data Breach”**, **“Processing”**, **“Processor Affiliate”** and **“Supervisory Authority”** shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

The word **“include”** shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

HOW COMPANY OBTAINS PERSONAL DATA

The Company obtains Personal data only from the Customer and does not collect any of the Personal data by itself. By submitting the Personal data to the Company, the Customer assures the Company that the Customer has all the rights to provide the Personal data and assures the Personal data was collected in accordance with GDPR.

The Company processes received Personal data only to provide the Services. Personal data is processed separately. The Company does not collect Customer data for any additional reasons except the purpose of the Services. Generally, there are separate ways how the Company obtains the Personal data for processing matters:

- (i) Customer requests for a demo of the Services and provides Customer's or Customers' user Personal data required to conclude Services;
- (ii) Customer signs up at verfacto.com and subscribes Company's services;
- (iii) Customer concludes the services agreement with the Company.

STATUS OF THE COMPANY

Company and the Customer acknowledge that Customer is the Controller or primary Processor with regard to the Processing of relevant Personal Data. The Company shall Process Personal Data only as a Processor or Sub-processor (as applicable to Customer's use of the Services) on Customer's behalf and only to the extent and in such a manner as is necessary for the purposes specified by and in accordance with this Policy, the Agreement or as otherwise instructed by the Customer from time to time.

The Company does not collect and / or store Customer Personal data if it is not necessary to provide Services. The Customer is the one and only Controller or primary Processor of his or Customer's clients/user Personal data.

STATUS OF THE PERSONAL DATA

The Company treats any Personal data as Confidential Information and shall only Process Personal Data on behalf of and in accordance with Customer's instructions for the processing in accordance with the Agreement if the Agreement regarding the Personal data processing is concluded. If the Agreement is not concluded, the Personal data is treated in compliance with Applicable law.

HOW AND WHY DOES THE COMPANY USE PERSONAL DATA

After Customer provides its or Customer's users Personal data to the Company, it means the Personal data was submitted with intent to use the Services and the Customer has all the rights (acceptance) to store and to submit Personal information to the Third parties, including the Company.

The Company uses Personal data to provide Services. Personal data is used only for direct purposes of the Services and for none additional. It is noticeable, when the Customer submits data (manually or via integration) Personal data (Personally identifiable information), such as email, name, personal code, Verfacto operates with the best effort to anonymize such data, if Customer provided not anonymized Personal data. This means the general Services can be concluded without the Personal data of the Customer.

The Company process Personal data to be able to provide the Customer with a seamless user experience when using the Services and to operate the Personal data to provide the Services, including to:

- authenticate Customer access to the Customer account or to get in touch with the Company;
- to provide the full specter of the Company (Verfacto) services, including but not limiting, Services mentioned in Terms.

All the Personal data is aimed to be used only for purposes to provide high-quality services to the Customer and not for the other Purposes, except if agreed in Agreement.

Personal data provided by the Customer can be reached by the Company, only for the purposes of the Services. The Company reserves the right to use Personal data or to share Personal data with third parties:

- if this is necessary, for the purposes,
- due to a request from a national authority,
- due to a court ruling,
- if required by law,
- if necessary, to investigate and defend ourselves against any third-party claims or allegations,
- to exercise or protect the rights and safety of the Company, the Company members, personnel, or
- if the Customer has (explicitly) consented beforehand.

The Company reserves the right - to store the data which was concluded after providing the services to the Customer and which is fully anonymous. For accuracy, the fully anonymous means without any possible trackability of the personal data (as it is stated in GDPR) of the former Customer or any physical person data.

GENERAL PROVISION

The Company is not liable for any Personal Data Breach made by the Customer. The Customer assures Company that the Customer has all the rights to distribute Personal information

The Customer assures the Company on the following provisions:

- the Customer familiarized with the Company's Terms and Policy and agrees to comply with it;
- the Customer is sole and fully liable for its actions and understands possible consequences if The Customer made any Personal Data Breach by submitting its or its user's Personal data to the Company;
- the Customer understands the Company status declared in this Policy.

Parties hereby agree due to the governing law and jurisdiction of the Policy. If any legal dispute between the Company and the Customer arises, it shall be settled according to the Swiss law.

The Customer has all the rights guarantee by the GDPR, including but not limiting following rights:

- Right to manage his consents.
- Right to erasure. The Customer has a right to ask to delete the Personal data which The Company stores about the Customer. *In case the Agreement between Parties terminated, and the Customer is no longer using the Services, without the additional requesting to delete Customer Personal data, the Personal data will be deleted in one month after the date of the termination of the Agreement.*

- Right to file a complaint. If not agreed separately, The Customer has the right to file a complaint with his local supervisory authority, if the Customer thinks that the processing of data infringes applicable law.

The Customer has a right to erasure of Google Ads Integration data on demand following the same rights guarantee by GDPR.

This Privacy Policy may be from time to time updated by the Company. The Company will inform the Customer about the updates by submitting a new version of the Privacy Policy along with the dates of the corrections made.

Customers understand and accept that by continuing to use the Services, they agree to any changes or updates to the Privacy Policy.

If any provision of the Privacy Policy is deemed void or inapplicable, such provision shall not affect the legality and validity of the remaining provisions of the Privacy Policy.

If any issues arise, we're glad to help you. Don't hesitate and contact us via email you can find in Terms.