



Privacy policy

Last updated November 25, 2019

1. Introduction

The purpose of this User & Privacy Policy (the "Policy") is to give you a full understanding of what information Mitigram AB (Mitigram) collects about you when you use Mitigram's Marketplace Service (the "Service"), provided at Mitigram's website marketplace.mitigram.com (the "Website"), how Mitigram uses your personal information, how you can control the use of your information and how to behave when using the Service.

Mitigram is based in Sweden, Europe, and your personal information is collected and processed in accordance with Swedish privacy laws and EU Directive 2016/679 (GDPR) on data protection.

If you have any questions or concerns regarding Mitigram's use of your information that are not answered in this Policy, please feel free to email privacy@mitigram.com.

2. Code of Conduct

The Service may be used for lawful purposes only. The Service shall not be used to post, transmit, communicate or otherwise distribute illegal material.

You further agree to not: a) defame abuse, harass, threaten or otherwise violate the legal rights of others or of any third party including Mitigram; b) in any manner publish or post any inappropriate, defamatory, infringing, obscene, pornographic, racist, terrorist, politically slanted, indecent or unlawful topic, name, material or information; or c) contribute to destructive activities such as dissemination of viruses, spam or any other activity that might harm the Service or Mitigram in any way.

3. Acceptance

By accessing or using the Service, you consent to the provisions set out in this Policy and to Mitigram's use of your information as set out herein.

If you do not agree to any of the provisions of this Policy, you are not entitled to access or use the Service, and you shall refrain from doing so.

Please note that when using the Service, you may find links to other websites, applications and services ("Third Party Services"), or tools that allow you to share information from the Service with Third Party Services. Mitigram is not responsible for the content, privacy policies, or practices of such other Third Party Services, and you are recommended to review their privacy policy and other terms before sharing any information with or using such services.

4. The information Mitigram collects

When you use the Service, Mitigram or the entities which Mitigram cooperates with in order to operate the Service (see section 7 below) may collect the following categories of your personal information:

Registration Information

Mitigram will collect information necessary to create a User Account, including your email address, the Entity that you belong to and password ("Registration Information").

Personal Information provided by you

Mitigram may collect information which you voluntarily add to your profile, such as your name, position, industry, country of residence and city of residence.

Mitigram may automatically collect certain information, including (i) the actions you take in the Service, such as viewing or favoring certain content, links clicked, connecting to Third Party Services and following or unfollowing other User(s); (ii) the time, frequency and duration of your visits to the Service; and (iii) technical data, such as your IP address and type of device.

Third Party Services

If you integrate your User Account with Third Party Services, Mitigram may receive and use personal information in accordance with the privacy policies of such Third Party Services.

5. User Information & Account

You are only allowed to register for one User Account and are responsible to ensure that any information that you provide during your use of the Service is accurate, complete and current at all times. Mitigram takes no responsibility in regards to the validity of information provided by the you or other Users.

You are responsible for your personal password and warrant to treat it as sensitive and confidential information, including not sharing your password with any third party. You acknowledge that your password is unique to you and that, although Mitigram has the ability to reset your password, Mitigram does not have access to your password.

Upon registration, you warrant that you have the legal capacity, or the legal consent, to register the User Account. You further agree that you and/or the Entity on whose behalf you use the Service, will be entirely responsible for any and all access, activities and use of the Service conducted under your designated User Account.

Mitigram reserves the right to suspend or terminate your User Account if activities occur which, in Mitigram's sole discretion, constitutes or may constitute a violation of this Policy, Mitigram's Terms of Service or of any applicable local or international laws, rules or regulations.

6. How we use your information

Mitigram will store and use your personal information for the purposes of

- i. operating and maintaining your User Account;
- ii. providing the Service;
- iii. analyzing the use of the Service and its Users in order to personalize and improve it;
- iv. communicating with you for purposes related to the Service;
- v. providing you with relevant information, which can include newsletters and tailored offers from Mitigram's partners;
- vi. enforcing Mitigram's Terms of Service or this Policy; and
- vii. as otherwise stated in this Policy.

7. Who can see your information

You control at all times who can see your personal information in the Service.

Personal information such as title, geography and industry is not visible to other Users of the Service.

Your full name and Entity is associated with any request submitted by you (the "requestor") and are therefore visible to the Users you have sent the request for quote to (the "quoting user") and the Users the quoting user has shared the request with. Similarly, the quoting user's full name and company is stored on the quotes submitted, and are therefore visible to the requestor and the Users the requestor has shared the request with. However, quoting users cannot see other quoting users' names.

Your email address is only visible to the Users you have specifically sent a request for quote to, submitted a quote to, or have established a Mitigram network connection with.

Your geography and industry may be used by Mitigram for reporting aggregated data over multiple Users, industries and geographical areas.

8. Sharing your information

Mitigram may share the information collected about, or provided by, you:

- i. if Mitigram in good faith believes to be required to do so by law or in order to defend Mitigram's legitimate rights and interests, e.g. in order to ensure the safety and security of the Service;
- ii. in the context of a business transfer, e.g. in case of a merger or if a person or company acquires all or substantially all of the assets or business of Mitigram.

As described in this section, Mitigram may share your information with third parties, out of which some may be located in countries outside the European Economic Area ("EEA").

You should be aware that the privacy laws in such countries may not be equivalent to the EU privacy laws, and by using the Service you consent to that your personal information may be transferred to and processed in countries outside the EEA in accordance with this section 8.

9. Children

The Service is specifically designed for professionals and businesses and is not intended for use by children. Children may not attempt to register a User Account or otherwise submit any personal information to the Service.

If you have reason to believe that we have collected any such information, please notify Mitigram at privacy@mitigram.com and we it will be deleted.

10. Information and correction

You are entitled to receive information about Mitigram's use of your personal data, and to require that Mitigram corrects, blocks or erases personal information which Mitigram holds about you, in accordance with applicable data protection legislation. In order to receive such information, or to object to the processing of information, please send an email to privacy@mitigram.com, specifying your request.

11. Changes to the User & Privacy Policy

Mitigram may from time to time and in its own discretion make changes to this Policy. The date of last modification is stated at the start of this document. It is your responsibility to check the current version of the User & Privacy Policy from time to time for updates.

If and when Mitigram makes revisions to the User & Privacy Policy that Mitigram consider material, Mitigram will inform you through the Service. You will have no obligation to continue using the Service following any such notification, but if you continue to use the Service after said notification it will constitute your acceptance of the changes.

12. Contact Information

Mitigram is the data controller of personal data provided by you. Mitigram's contact details are:

Mitigram AB
Kommendörsgatan 16, 4 tr
SE-114 48 Stockholm
Sweden
privacy@mitigram.com

13. Deletion of your account

If you decide that you do not want Mitigram to use your personal information as described in this Privacy Policy, please send a notice in writing to privacy@mitigram.com and confirm your termination of your use of the Service, by deleting your account and ceasing to use the Service.

Mitigram will respond to your request to delete your account within a reasonable period of time, but you understand and agree that Mitigram may retain some of your personal information to the extent necessary and only for as long as it is required by Mitigram in accordance with the laws of Sweden or EU, or in order to comply with undertakings towards you as a User.