



End User License Agreement

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(I) General Terms and Conditions

This End User License Agreement (EULA), consists of three parts. The general terms and conditions (the main contract), the Data Processing Agreement (DPA) and the Privacy Policy. This is a contract between Easygenerator and the user of Easygenerator's SaaS authoring tool. You are considered a user when you create an account and accept these terms.

1. Recitals

- a) Easygenerator provides authoring software as a service.
- b) End user wishes to use the Easygenerator authoring software as a service;

2. The Easygenerator Service:

The "Service" includes:

- a) the SaaS application related to the authoring account
- b) the website and webshop (my account pages)
- c) the (optional) hosting of the learning content for your learners
- d) the (optional) tracking and tracing database for the results of your learners
- e) our built-in support and online help

3. Acceptance of terms

- a) Easygenerator provides its service to you through its website easygenerator.com
- b) by signing this agreement, customer acknowledges that they have read, understood and agreed to be bound by the following terms and that all materials made or used by customer on easygenerator.com are within your rights to make.

4. Subscription, subscription terms, and payment

All Easygenerator subscriptions are named subscriptions. A single subscription can only be used by one person. A user is not allowed to share his account or account details with other people. Sharing of content can be done between named accounts via the collaboration features. Using a named Easygenerator subscription with more than one person will result in an automatic downgrade to the Free plan.

Plans are billed in advance on a yearly basis. Plans renew automatically unless the Customer cancels the plan with one-month notice.

Customers can upgrade their subscriptions to another plan at any time. Unless this agreement is terminated by the Customer for cause, there are no refunds for downgrades or cancellations of accounts before the agreed-upon period has expired. If the Customer upgrades during their agreed-upon period, the difference for the remaining days of their billing month will be charged pro-rata at the time of upgrade. After that, the Customer will be charged the new price for each subsequent billing period.

Easygenerator reserves the right to implement price changes with a 30-day notice to the Customer. Customers on the annual Agreement will be charged the agreed amount for the full 12 months of their Agreement; after that, the new price will take effect.

5. Uptime

We guarantee a 99.5% uptime of the Service (excluding planned maintenance) for all Paid plans.

Planned maintenance: The Service will be unavailable each week on Thursday between 7 AM CET and 9 AM Central European Time; this is our planned maintenance and update window.

6. Security

Easygenerator is committed to the security of your data. Each year an external audit (penetration test) will be done by a third party.

7. Support

- a) All support is done in English
- b) Both onboarding support as the ongoing support are included in the Agreement.
- c) A dedicated customer success manager will be assigned to Customer for team and enterprise plans.
- d) All training, onboarding sessions, and other support activities are online.

e) Our support is provided via the Live chat support channel. It is available 24x5, Monday through Friday.

8. General conditions

a) Customer agrees not to license, resell, lease, transfer or distribute the Service to any third-party vendors.

b) Customer agrees not to use Easygenerator for unlawful purposes, such as infringing privacy, data ownership, or intellectual property rights.

c) Customer agrees to act within anti-spam policy guidelines for your country and shall not use Easygenerator to transmit unsolicited mail.

d) As a Customer of Easygenerator, you acknowledge that Easygenerator is the proprietor of the software, and you do not have the right to adapt, hack, or reverse engineer the source code of the software.

e) You are responsible for the data stored in your Easygenerator account, and for all data, be it email, chat, social media messages, or learning management system sent or published from your Easygenerator account. Easygenerator cannot take responsibility for any racist, libel or defamatory messages of any kind sent or published from your Easygenerator account, and you indemnify Easygenerator from any damages relating to such an occurrence.

f) You agree to keep your login information confidential, and to restrict each login to one person. You are not allowed to share a single (named) user account with other people.

g) Easygenerator reserves the right to cancel the account of a Customer immediately, and without warning, if the customer infringes the above terms. If, at Easygenerator's sole discretion, we determine the customer has abused their access rights to the Easygenerator application termination without warning will take effect immediately. Easygenerator shall wherever possible seek to contact you in advance to notify of such actions and wherever possible, allow the Customer a reasonable opportunity to remedy. h) You may not upload, post, or transmit (collectively, "submit") any video, image, text, audio recording, or other work (collectively, "content") that:

- infringes any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.);
- contains sexually explicit content or pornography (provided, however, that non-sexual nudity is permitted);
- contains hateful, defamatory, or discriminatory content or incites hatred against any individual or group;
- exploits minors;
- depicts unlawful acts or extreme violence;
- depicts animal cruelty or extreme violence towards animals;
- promotes fraudulent or dubious business schemes;
- or violates applicable law.

Easygenerator has the right to remove content without notification if you upload content that contradicts these rules.

9. Data privacy

In providing you with the services, we shall maintain all administrative and technical safeguards to protect the security, confidentiality, and integrity of your data. More details can be found in the Data Processing Agreement (DPA), that is included as Annex 1 to this agreement.

Easygenerator will only access your account upon your request for technical assistance. You will be asked to provide explicit consent each time an employee of Easygenerator needs to access your account. No employee of Easygenerator will access your account without prior permission; unless required to do so by law and in such cases, where legally permissible, Easygenerator shall inform you. Three specially qualified developers do have access to the database where your information is stored. All their activity is logged, and a security system will be activated whenever they try to copy, delete, or tamper your data.

Easygenerator has the option to track and trace the results from your learners. This option can be switched on or off for customer. These results will only be visible to the author (owner) and the admin from customer, not to anyone else.

Easygenerator does have the right to analyze this data for general trends and figures, but not on a personal or customer level unless that customer has approved or requested that.

10. Copyrights

Intellectual property rights on the software. Easygenerator shall maintain all rights, title, and interest in our respective patents, inventions, copyrights, trademarks, domain names, and any other intellectual or property and/or proprietary rights. The rights granted to you to use the services do not convey, by extension, any title to patents, inventions, copyrights, trademarks, domains name or any other intellectual property owned by Easygenerator.

The copyright for all content created with Easygenerator lies with customer.

Any feedback, enhancement suggestions or recommendations received from you can be incorporated into the Easygenerator services worldwide; royalty-free; in perpetuity; and to any other Easygenerator product(s) by transfer. You cannot claim any rights to these incorporations, either now or in the future.

11. Sub-processors

To deliver our services to you, Easygenerator utilizes sub-processors. See annex 2 DPA article 5 for details.

12. Disclaimer of warranties

Easygenerator expressly disclaims any warranties, whether express or implied, including, but not limited to, the implied warranties of merchantability, title, fitness for a particular purpose. For paid users there is an uptime guarantee and that the services shall perform materially in accordance with the documentation and specification for the services.

13. Limitation of liability

No consequential damages. Under no circumstances and under no legal theory (whether in agreement, negligence or otherwise) will either party to these terms, or such party's affiliates or their respective officers, directors, employees, agents, suppliers or licensors be liable to the other party or any third party for any indirect, incidental, exemplary, consequential, punitive or other similar damages, including lost profits, lost sales or business, business interruption or any other loss incurred by such Party in connection with these terms or the services.

Limits on monetary damages. Notwithstanding anything to the contrary in these terms, Easygenerator's and customer's (including any of its affiliates) aggregate liability, for damages (monetary or otherwise) under these terms claimed by you or any third party arising from our services, shall be limited to the lesser of (i) actual damages incurred, or (ii) 100% of the payments paid or payable by you for the service during the twelve (12) months preceding the claim, or the duration of the current term. Parties acknowledge and agree that the essential purpose is to allocate the risks under these terms between parties and limit their potential liability given the fees charged under this agreement, which would have been substantially higher if Easygenerator were to assume any further liability other than as set forth herein. The parties have relied on these limitations in determining whether to enter into these terms.

Breach of confidentiality, data privacy and third-party intellectual property infringement shall be uncapped for both parties.

14. Indemnification

Indemnification by Easygenerator: Easygenerator will indemnify and hold you harmless, from and against any claim against you by reason of your use of the services as permitted hereunder, brought by a third party alleging that the service infringes a valid patent or copyright, or misappropriates a third party's trade secret (such claims, collectively, "Claim"). Easygenerator shall, at its expense, defend such claim and pay damages agreed or finally awarded against you in connection therewith, including the reasonable fees and expenses of the attorneys engaged by Easygenerator for such defense, provided that (i) You promptly notify Easygenerator of the threat or notice of such claim, (ii) Easygenerator will have the sole and exclusive control and authority to select defense attorneys, defend and/or settle any such Claim, and (iii) You fully cooperate with Easygenerator in connection therewith. If Your use of the Service has become, or in Easygenerator's opinion is likely to become, the subject of any such Claim, Easygenerator will replace or modify the Service to make it non-infringing by modification of the Service by anyone other than Easygenerator.

Indemnification by You: You agree to defend, indemnify, and hold harmless Easygenerator from and against any claims, actions or demands, including, reasonable legal and professional services fees, arising or resulting from Your breach of these Terms, or Your and Your end users' access to, use, misuse or illegal use of the services. Easygenerator will provide You notice of any such claim, suit, or proceeding. Easygenerator reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section, in which case you agree to cooperate with any reasonable requests to assist Easygenerator's defense of such matter.

15. Assignment; entire agreement; revisions

Giving prior written notice to the other party, either party may assign or transfer the agreement, in whole or in part, without restriction, provided the assignee agree to be fully bound by the terms of this

agreement. The agreement supersedes any other discussions, prior versions of agreements or understandings by or among the parties (other than written agreements expressly accepted and executed by both parties). We may amend the terms of service from time to time, in which case the new terms will supersede prior versions provided such changes do not materially reduce the services delivered to the customer. Customer will be informed of the new terms of service in writing.

16. Severability

If any provision of this agreement is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of the agreement shall remain in effect.

17. Relationship of the parties

The parties are independent contractors. The agreement does not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship among the parties.

18. Governing law and dispute resolution

This agreement shall be governed by and construed in accordance with the laws of The Netherlands. Any dispute or claim arising out of or in connection with this agreement or the performance, breach or termination thereof shall be finally settled by the competent court in Amsterdam, The Netherlands.

19. No Other Rights

No other rights or licenses are granted under this agreement, by implication, estoppel, statute or otherwise, except as expressly provided herein.

(II) Data Processing Agreement

In this relationship, Easygenerator is engaged by customer to process personal data. In this connection, Easygenerator has the role of 'Processor' and the customer has the role of 'Controller'.

This Data Processing Agreement ("DPA") is an annex to and an integral part of the End User License Agreement between the parties (referred to below as: 'the Agreement'). Following this DPA,

Customer wishes to use the Easygenerator services;

Easygenerator will, in the implementation of the Agreement, (possibly) process personal data within the meaning of Article 4 (1) of the General Data Protection Regulation (GDPR), on the instructions of Customer

Easygenerator is hereby considered to be a processor within the meaning of Article 4 (8) of the GDPR;

Customer is hereby considered to be a controller within the meaning of Article 4 (7) of the GDPR if it designates the purposes and means for the processing;

Easygenerator is willing to do so and is also willing to comply with the obligations concerning security and other aspects of the GDPR;

The Parties, partly with a view to the requirement in Article 28 (3) of the GDPR, wish to set out in writing their rights and obligations by means of this Processor's Agreement (referred to below as: 'Processor's Agreement');

Parties hereby agree that:

Article 1. Purposes of processing

Easygenerator undertakes, subject to the conditions of the Agreement and this DPA, to process personal data on the instructions of Customer. The personal data will only be processed within the framework of the Agreement and according to this DPA for the purposes of creating and providing an e-Learning platform as determined in the Agreement.

The personal data that are or will be processed by Easygenerator in connection with the Agreement, and the categories of data subjects from which they derive, are stated in "DPA Appendix 1: Specification of personal data and data subjects". Easygenerator shall not process the personal data for any purpose other than that determined by Customer. Customer shall inform Easygenerator of the purposes of the data processing insofar as these are not already stated in this DPA.

Easygenerator has no control over the purpose of and means for the processing of personal data. Easygenerator takes no decisions about the receipt and the use of the personal data, the provision to third parties and the duration of the storage of personal data while processing the personal data in accordance with DPA.

Article 2. Parties' obligations

With regard to the processing purposes referred to in Article 1, both Parties shall ensure compliance with the conditions applying to the processing of personal data pursuant to GDPR.

Customer guarantees that the content, the use and the instructions for the processing of the personal data as referred to in this DPA are not unlawful and do not infringe any rights of third parties.

The obligations of Easygenerator that arise from this DPA shall also apply to those who process personal data under the authority and on the instructions (sub-processors) of Easygenerator.

Article 3. Transfer of personal data

Easygenerator is permitted to process personal data in countries within the European Union and the USA. A limited number of Easygenerator employees from Ukraine can process this information as well for maintenance reasons. Easygenerator shall not process personal data nor permit any sub-processor to process personal data in other countries unless authorized via an amendment to this Agreement.

Because the European Union Commission has determined that the United States and Ukrainian data privacy laws do not ensure an adequate level of protection for personal data collected from EU data subjects, the transfer will be subject to appropriate additional safeguards under the standard contractual clauses.

Article 4. Allocation of responsibilities

The permitted processing operations shall be performed by Easygenerator in a (semi-) automated environment.

Easygenerator is solely responsible for the processing of the personal data under this DPA, in accordance with the Customer's instructions and under the explicit responsibility of the Customer. For the other processing of personal data, including in any case but not limited to the collection of personal data by the Customer, processing for purposes not reported by Customer to Easygenerator, processing by third parties and / or for other purposes, Easygenerator is expressly not responsible, as long as Easygenerator is strictly following the Agreement and DPA .

Article 5. Engaging third parties or subcontractors

Customer hereby authorizes Easygenerator to use a sub-processor in the processing of personal data (see annex 1 for details), pursuant to this DPA, with due observance of the applicable privacy legislation. These third parties only will process limited data, for example, email address of the author to provide support, DPA's are in place with all sub-processors. None of these sub-contractors have access to the database with personal data. The full list of sub-contractors and their purpose is listed Annex 2.

Article 6. Security

Easygenerator shall take appropriate technical and organizational measures concerning the processing operations of personal data to be carried out, against loss or any form of unlawful processing (such as unauthorized access, corruption, alteration or provision of the personal data).

Next to all security measures taken by Easygenerator, Easygenerator will be audited at least one time each year by an external company to check and validate security.

Article 7. Obligation to report breaches

In the event of a possible personal data breach (which shall be taken to include: breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed, as referred to in Article 4 (12) (GDPR) Easygenerator shall inform Customer thereof immediately or no later than within twenty-four (24) hours after it was detected further to which Customer shall assess whether it will inform the supervisory authorities and/or data subjects.

On the request of customer Easygenerator shall cooperate in informing the relevant authorities and any data subjects. Customer shall be responsible for reporting to the relevant authorities and/or data subjects.

Easygenerator obligation to report to customer shall, in any case, involve reporting the fact that there has been a breach, as well as:

- the date on which the breach occurred (if no exact date is known: the period within which the breach occurred);
- the (suspected) cause of the breach;
- the date and time when the breach became known to Easygenerator or a third party or subcontractor engaged by it;
- the number of persons whose data have been leaked (if no exact number is known: the minimum and maximum number of persons whose data have been leaked);

- a description of the group of persons whose data have been leaked, including the category or categories of personal data leaked;
- whether the data were encrypted, hashed or otherwise rendered unintelligible or inaccessible for unauthorized persons;
- the measures are taken or proposed to be taken to address the personal data breach and to mitigate its effects;
- contact details for the follow-up of the report.

Articles 8. Rights of data subjects

In the event that a data subject addresses a [request](#) concerning one of its statutory rights, as referred to in the GDPR, to Easygenerator, Easygenerator shall forward this request to customer, and customer will subsequently deal with the request. Easygenerator may notify the data subject of this.

In the event that a data subject addresses a request as referred to in Article 8 a) to Customer, Easygenerator shall if so requested by Customer co-operate in complying with that request.

Article 9. Obligation of confidentiality

All personal data that the Easygenerator receives from Customer and/or collects itself within the context of this Processor's Agreement is subject to an obligation of confidentiality towards third parties. Easygenerator will refrain from using this information for any purpose other than that for which it has acquired it.

This obligation of confidentiality shall not apply insofar as Customer has given explicit consent for the information to be provided to third parties, if disclosure of the information to third parties is logically necessary given the nature of the issued assignment and the implementation of this Processor's Agreement, or if there is a legal obligation to provide the information to a third party.

Article 10. Duration and termination

This DPA has been entered into for the term and period stated in the Agreement between the Parties, in the absence of which it will at least apply for the duration of the collaboration.

The DPA cannot be terminated prematurely or without terminating the Agreement.

The Parties may amend this Processor's Agreement only by mutual agreement.

In the event of termination, dissolution or notice of termination of this Agreement or DPA, on request, for whatever reason, Easygenerator shall of its own accord (i) provides to Customer all personal data obtained from or on behalf of Customer in the manner and format agreed upon by both Parties, (ii) immediately cease the processing of the personal data, (iii) provide to Customer all documents in which the personal data are recorded, and (iv) permanently deletes all personal data that is stored in any form, including electronically on data carrier, or, insofar as permanent deletion from the data carrier is not possible, destroy the data carrier, in no later than thirty (30) days from the termination of the Agreement or DPA. On the first request of Customer, Easygenerator shall confirm in writing to Customer that Easygenerator has complied with all obligations pursuant to this article.

Article 11. Other provisions

The DPA and its implementation are governed by Dutch law.

Any disputes that may arise between the Parties in connection with the DPA will be submitted to the competent court in the district where Easygenerator is established.

If one or more provisions of the DPA should prove to be unlawful, the other provisions of the DPA will remain in effect. The Parties will then consult with each other on any provisions that are legally invalid so as to agree on replacement provisions that are legally valid, the purport of which corresponds as closely as possible to the original provisions.

The Parties will provide full cooperation to each other in amending the present DPA and adapting it to any new privacy legislation.

Annex 1: Personal data and data subjects

Personal data

In connection with the Agreement and DPA, Easygenerator will process the following personal data of Customer's Employees and other Users on the instructions of Customer:

For authors

- Communication Data (Email address)
- Online Data (e.g. IP address, User ID, mobile device used, operating system, internet provider, date and time of login and logoff)
- Online Usage Data related to the Easygenerator Platform (e.g. cookie IDs, IP addresses.)

For a learner

This is only applicable if you use tracking and tracing inside Easygenerator.

- Communication Data (name and Email address)
- Application process data (e.g. questions answers in courses, course scores, learners' satisfaction score.)

Annex 2: Subcontractors

Sub-processor	Location	Nature of the services	Personal data processed
Intercom	USA	Customer Support Application and support site	Email, first name, last name, phone number, job title (role), company name
AWS	Frankfurt	Application and data Hosting	Email, first name, last name, phone number, job title (role), company name
Easygenerator DMCC	UAE	Development and maintenance	Email, first name, last name, phone number, job title (role), company name
Easygenerator Ukraine LLC	Ukraine	Development and maintenance	Email, first name, last name, phone number, job title (role), company name

Cloudflare	USA	Content distribution (CDN), security and DNS services for web traffic transmitted to and from the Services	Email, first name, last name, phone number, job title (role), company name
Amplitude	USA	Product analytics	Email, first name, last name, phone number, job title (role), company name
Delighted	USA	Customer satisfaction (NPS) surveys	Email, first name, last name, phone number, job title (role), company name
Sentry	USA	Error-logging	Email, first name, last name
Segment	USA	Data management	Email, first name, last name, phone number, job title (role), company name

(III) Privacy Policy

Easygenerator respects the privacy of its customers (clients) and their data subjects; and want you to understand how we collect, use, and share data about you. This privacy policy covers our data collection practices and describes your rights to access, correct, or restrict our use of your personal data.

Unless we link to a different policy or state otherwise, this privacy policy applies when you visit or use the Easygenerator web application, APIs or related services (the "Services"). It also applies to representatives of prospective customers of our business and services.

The "Services" include:

- a) the SaaS application related to the authoring account
- b) the website and (my account pages)
- c) the (optional) hosting of the learning content for your learners
- d) the (optional) tracking and tracing database for the results of your learners
- e) customer onboarding services, branding, built-in support and online help

By using the services, you agree to the terms of this privacy policy.

You shouldn't use the services if you don't agree with this privacy policy or any other agreement that governs your use of the services.

Data collection, processing, sharing and retention

1. *What data we get*
2. *How we get data about you*
3. *What we use your data for*
4. *Who we share your data with*
5. *Security*
6. *Your rights*
7. *Retention of personal data*
8. *Updates & contact info*

1. What data we get

Easygenerator collects and processes personal data of customer representatives directly dealing with Easygenerator for contractual engagements.

While availing Easygenerator application services, customers let Easygenerator process personal data of their end users although neither Easygenerator nor any sub-processor has direct access to any of their courses or personal data except in the case as mandated for help and support purposes for which the user gives explicit consent.

Easygenerator collects certain personal data from you directly, like information you enter yourself, data about your consumption of content, and data from third-party platforms you connect with Easygenerator. We also collect some data automatically, like information about your device and what parts of our Services you interact with or spend time using.

1.1 Data you provide to us

We collect different data from or about you depending on how you use the services. Below are some examples to help you better understand the data we collect.

When you create an account and use the services, including through a third-party platform, we collect any data you provide directly, including:

Account data	In order to use certain features, you need to create a user account as an admin, author or learner. When you create or update your account, we process and store the data you provide like your email address, password, phone number, role, company name and account settings and assign you a unique identifying number.
Profile data	You can also choose to provide profile information like a photo, name, email, phone number.
Shared content	Course content created by authors will be shared among learners. Parts of the services let you interact with other users or share content including questions/answers in courses, course scores, learners' satisfaction score.

Communications and support	If you contact us for support or to report a problem or concern (regardless of whether you have created an account), we collect and store your contact information, and other data about you like your name, email address, location, user ID, and any other related data you provide or that we collect through automated means (which we cover below). We use this data to respond to you and research your question or concern, in accordance with this Privacy Policy.
Additional services	If you participate in other services like customer satisfaction surveys, Easygenerator and our sub-processor will be able to process your personal data like name, job title, company details, email and phone number. If using EasyAI, please refer to the EasyAI addendum for details.

The data listed above is stored by us and associated with your account.

1.2 Data we collect through automated means

When you access the Services (including browsing content), we collect certain data by automated means, including:

System data	Technical data about your computer or device like your mobile device used, operating system, internet provider, date and time of login and logoff, cookie IDs, IP address, device type, operating system type and version, unique device identifiers, browser, browser language, domain and other systems data, and platform types.
Usage data	Usage statistics about your interactions with the Services, including content accessed, time spent on pages or the Service, pages visited, features used, your search queries, click data, date and time, referrer, and other data regarding your use of the Services.
Approximate geographic data	An approximate geographic location, including information like country, city, and geographic coordinates, calculated based on your IP address.

2. How we get data about you

Data is mostly fed by the authors/learners into the application and stored on our cloud servers.

System data like user ID, mobile device used, operating system, internet provider, date and time of login and logoff, cookie IDs will be automatically collected from the end users and processed by the application.

Personal data is also processed by our suppliers via their respective applications/functionalities powering Easygenerator SaaS application. We have a legal base either as a contractual requirement, legitimate interest or exclusive consent for the processing of personal data.

3. What we use your data for

We use your data to provide our services, communicate with you, troubleshoot issues, improve and update our services, analyze how people use our services, and as required by law or necessary for safety and integrity.

We consider that the legal bases for the processing of your personal data as set out in this privacy notice are as follows:

Our use of your personal data is necessary to perform our obligations under any contract with you (for example, to comply with the terms of use of our site which you accept by browsing our website and/or to comply with our contract to provide Services to you, your organization, your employer that may be providing you with access to our Services); or

Our use of your personal data is necessary for complying with our legal obligations; or

Our use of your personal data is necessary for our legitimate interests or the legitimate interests of our sub-processors. Our legitimate interests are to:

- run, grow and develop our business;
- operate our website and provide our services;
- provide onboarding and support to customers;
- build relationships with suppliers and partners;
- for internal administrative and auditing purposes; or

Consent, to send you certain communications or where you submit certain information to us, or where required to rely upon consent by privacy law.

4. Who we share your data with

With a legal basis for processing personal data like legitimate purpose, we share certain data about you with suppliers (sub-processors) performing services for us, Easygenerator affiliates.,

We may also share your data as needed for security, legal compliance, or as part of a corporate restructuring. Lastly, we can share data for other business purposes only if we have your exclusive consent. The list of sub-processors is provided in the separate DPA annex.

5. Security

We use appropriate security based on the type and sensitivity of data being stored. As with any internet-enabled system, there is always a risk of unauthorized access, so it's important to protect your password and to contact us if you suspect any unauthorized access to your account. Easygenerator urges its authors and learners to enforce strong password policies. Easygenerator strongly urges its customer organizations to integrate SSO with the application for a better access management system.

Easygenerator takes appropriate organizational and technical security measures to protect against unauthorized access, alteration, disclosure, or destruction of your personal data that we collect and store. Easygenerator deploys industry-standard security solutions and measures for data privacy and security. Easygenerator complies with privacy laws like GDPR and aligns its business processes with ISO 27001 standard. Personal data is mostly processed in EU and in case data gets processed by our sub-processor in a non-EU country, DPA with EU standard contractual clauses are in place.

These measures vary based on the type and sensitivity of the data. Unfortunately, however, no system can be 100% secured, so we cannot guarantee that communications between you and Easygenerator,

the services, or any information provided to us in connection with the data we collect through the services will be free from unauthorized access by third parties. Your credentials are an important part of our security system, and it is your responsibility to protect it. You should not share your password with any third party, and if you believe your password or account has been compromised, you should change it immediately and contact the support team immediately with any concerns.

6. Your rights

You have certain rights around the use of your data, including the ability to opt out of promotional emails, and collection of your data by certain third parties (like in customer satisfaction surveys). You can update or terminate your account from within our services and can also contact us for individual rights requests about your personal data.

You can choose not to provide certain data to us, but you may not be able to use certain features of the Services.

You can access and update your personal data that Easygenerator collects and maintains as follows:

To update data you provide directly, log into your account and update your account at any time.

You can also delete your profile and personal data instantly.

To stop receiving promotional communications from us, you can opt out by using the unsubscribe mechanism in the promotional communication you receive or by changing the email preferences. Note that regardless of your email preference settings, we will send you transactional and relationship messages regarding the services, including administrative confirmations, order confirmations, important updates about the services, and notices about our policies.

Easygenerator processes data on behalf of its clients (controllers) and the requests from clients regarding rights of their end users will be addressed in line with GDPR guidelines.

Easygenerator will only access your account upon your request for assistance. You will be asked to provide explicit consent for that. No employee of Easygenerator will access your account without prior permission; unless required to do so by law and in such cases, where legally permissible, Easygenerator shall inform you.

Easygenerator has the option to track and trace the results from your learners. This option can be switched on or off for customer. These results will only be visible to the author (owner) and the admin from customer, not to anyone else. There is also the possibility to show the high-level aggregated results only.

Easygenerator does have the right to analyze this data for general trends and figures, but not on a personal or customer level unless that customer has approved or requested that.

7. Retention of personal data

We keep your personal data for no longer than necessary for the purposes for which the personal data is collected and processed. We only retain the contractual agreement data and not the personal data of customer end users. The length of time we retain personal data for depends on the purposes for which

we collect and use it and/or as required to comply with applicable laws and to establish, exercise, or defend our legal rights.

End users can delete their profiles and their personal data; and before this they can export the courses to an external LMS system via HTML, XML or SCORM.

8. Cookie management

Session cookies

Session cookies are temporary bits of information which are deleted when you exit the application or the website. Session cookies are typically used to improve navigation and to collect statistics. Easygenerator portal and the application use session cookies. Persistent cookies

Persistent cookies are more permanent bits of information that are stored and remain on your computer/phone until they are deleted by you. Persistent cookies delete themselves after a certain period of time but are renewed each time you visit the website.

8. Updates & contact info

When we make a material change to this policy, we'll notify users via email, in-product notice, or another mechanism required by law. Changes become effective the day they're posted. Please contact us via email with any questions, concerns, or disputes.

8.1 Modifications to this privacy policy

From time to time, we may update this privacy policy. If we make any material change to it, we will notify you via email, through a notification posted on the services, or as required by applicable law. We will also include a summary of the key changes. Unless stated otherwise, modifications will become effective on the day they are posted.

As permitted by applicable law, if you continue to use the services after the effective date of any change, then your access and/or use will be deemed an acceptance of (and agreement to follow and be bound by) the revised privacy policy. The revised privacy policy supersedes all previous privacy policies.

8.2 Questions

If you have any questions, concerns, or disputes regarding our privacy policy, please feel free to contact Easygenerator at privacy@easygenerator.com