

pm box privacy policy

Effective date 15th of January 2019

1 Scope

- a) This policy applies to pm box and related services only. It excludes data from any other software, systems or services provided by other entities and third parties (for example, Microsoft® Office 365, AppSource, SharePoint®, etc...). Privacy policies of other software, systems and services are responsibility of their respective providers.
- b) For the purpose of pm box Application Data and the GDPR (EEU) and the Swiss Federal Act on Data Protection, We are the processor and You are the Controller of the Application Data (see Application Data definition).
- c) For the purpose of Your user account and Microsoft tenancy data used in managing your accounts with Us, We are the Controller and Processor of your data.
- d) This policy applies to You either as an individual or a representative of Your Organisation, including its users subscribed to Our Software or Services.

2 How We collect data

We may collect data through:

- a) Direct interactions with You
- b) Your use of Our Software or Services
- c) System generated audit logs and other data
- d) Your feedback, participation in forums, social media or other publicly available platforms

3 What data do We collect and why

When you subscribe to Our services, We may collect:

- a) Unique user identifiers and contact information such as name, e-mail address, Microsoft tenant name and domain, geographic location and SharePoint site address of your organisation
Subject to this policy, We use this data without limitation to (i) provide you with Services; (ii) send necessary communication regarding the operation of Our Software or Services; (iii) respond to service requests and enquiries (iv) administer your account; (v) send you promotional and marketing communications (only if you have opted in);
- b) Web analytics data available through your web browser such as, but is not limited to, device type and model, IP address, browser type and browser settings
We may use such data to (i) provide a better user experience; (ii) enforce business rules or specific software behaviour; (iii) gain analytical insights into your usage patterns.
- c) System generated data and audit information
We may use this data to (i) continuously improve Our Software and Services; (ii) assist you with service requests; (iii) conduct research and share pseudonymised statistical and analytical data with third parties.
- d) Cookies
Small files stored on your computer and contain encrypted information used for authentication. They are necessary to sign you in to use Our Software or Services.

4 Data We will never try to discover, access or collect

We will never try to discover, access or collect any other data outside of what is considered minimum necessary data for running Our Software or Services. This includes but is not limited to:

- a) Any other user information (apart from the unique id and email address necessary for identification and system operation)
- b) Any other business or system information or files outside of the functional boundaries of Our Software or Services, or not necessary for its normal operation.
- c) Any passwords or other security related information.

5 Transfers and location of data

Your data, full or partial, may be transferred to, and processed in countries or regions other than your principal place of business, such as Australia, United States or the countries of the European Union (EU). If the laws of Your principal place of business differ or are stricter to the ones in these countries, you may contact Us to consider a possible relocation of your data.

5.1 For users in the EU

If your principal place of business is within the EEA or Switzerland, by using Our Software or Services you accept your role as a Data controller. As such, you acknowledge that you have the authority on behalf of your organisation to provide an authorisation to the processing and transfer of Personal data into Australia, United States and other countries that may have different privacy laws.

6 Principles

The following principles apply to and govern the processing of your data:

6.1 We collect data lawfully, fairly and in transparent manner

We consider processing of your data lawful when (i) you enter into a contract and Consent to processing by signing up to evaluate or use Our Software or Services; (ii) processing is necessary for Our Software or Services to deliver required functionality; (iii) it is necessary to comply with legal obligations; (iv) processing is necessary for legitimate interests (such as research) pursued by Us or a third party

6.2 All data is collected and used for specified, explicit and legitimate purposes.

Data We collect can be used for (i) issuing you with a subscription and enable you to use Our Software or Services; (ii) correct operation of Our Software or Services; (iii) legitimate communication with you, in relation to the use of Our Software or Services.

6.3 Relevance and minimisation

We will collect no more data than what is adequate, relevant and necessary for correct operation of Our Software or Services.

6.4 Data security, privacy and confidentiality

Security of your data is central to the operation of Our Software or Services. The measures We use are designed to provide a level of security appropriate to the risk of processing your data.

Your application data is (i) collected and transported in secure manner using high encryption; (ii) protected against unauthorised access; (iii) hosted on high availability environment and protected against accidental loss; (iv) stored in an individual database for each organisation; (v) protected with encrypted credentials

Your Personal data is treated as confidential at all times.

6.5 Adequate data retention

Your application data is stored only for the duration of Your use of Our Software or Services. We may archive Your data for the purposes of compliance with the law, research or public interest.

6.6 Data sharing

We may disclose and share pseudonymised version of your data for analytical or research purposes by Us or a third party

6.7 Your rights over your data

We will take all reasonable steps to provide you with transparent information, communication and utilities for the exercise of your rights over your data. By using Our Software or Services, You are entitled to:

i) Know what data We collect from You

This policy states the type of data collected. This may change as Our products and services change and evolve and will be reflected in updated versions of this document.

ii) Access and amend Your data

Apart from application data under your control, you can contact Us directly to request a review or an update of any Personal data.

iii) Permanently erase your data ('right to be forgotten')

If you stop using Our Software or Services by cancelling your subscription, all your application data will be automatically and irrevocably destroyed within 30 days. Any archived data already collected for research purposes will be retained in pseudonymised or anonymised format. System generated logs may also be retained for legal and compliance purposes.

iv) Data portability

We can either provide you with facilities to extract or We will extract your entire data on your behalf. Extracted data will be an electronic copy of your data in machine readable format. To exercise your data portability rights, please contact Us in writing.

v) Right to object

You have a right to object to this data privacy policy by contacting Us in writing.

vi) Right to withdraw Consent

You have the right to withdraw your Consent for the use of your data at any time by providing a written request. The withdrawal of Consent will I) limit or completely prevent you from using the software; II) not affect the lawfulness of Us processing your data based on Consent before its withdrawal; and III) not affect the use of archived data for research (in pseudonymised or anonymised form) or actual data for legal compliance or disclosure to authorities

7 Data related fees and charges

All communication, information and actions taken in assisting the Data subject will be provided free of charge. Where requests from a Data subject are manifestly unfounded or excessive, in particular because of their repetitive character, We may either:

- a) Charge a reasonable fee taking into account all administrative costs of providing the information or communication or taking the action requested; or

b) Refuse to act on the request

8 Definitions

When used in this agreement with the initial letters capitalised, the following Terms have the following meanings:

“Us”, “We” and “Our”: means DECODE IT Pty Ltd, ABN 47 151 637 268

“You”, “Your”, “Organisation”: Refers to the registered organisation entering this contract.

“pm box, Our Software”: means the software including any updates, add-ins or mobile applications provided through, or interacting with, pmboxonline.com including any subdomains.

“Service(s)”: means services rendered by Us as part of service and support of pm box including pmboxonline.com, pmbox.com.au and decodeit.com.au including their subdomains.

“Account”: means any User accounts created by or on behalf of You for access and use of pm box.

“User”, “End-User”: means owners of Accounts who interact with pm box.

“Subscription”: means the period during which You have agreed to subscribe to pm box with respect to any individual User.

“Application data”: means any data necessary for current operation of pm box, stored on Our filing systems and databases.

“Archived data”: means any data that is not necessary for operation of software or rendition of services, however it has been retained for the purposes of compliance with the law, research or public interest. Archived data is in pseudonymised format and does not contain or expose any personal information.

“Personal data”: means any information relating to an identified or identifiable natural person (‘Data subject’);

“Data subject, Natural person”: means an individual who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Data controller”: means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal data. According to Article 5 from the EU GDPR, it implies the entity that is responsible for, and able to demonstrate compliance with, the principles relating to processing of Personal data.

“Data processor”: means a natural person or legal entity, public authority, agency or other body which processes Personal data on behalf of the controller.

“Third party”: means a natural person, legal entity or public authority, agency or body other than the Data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process Personal data;

“Data processing”: means any operation performed on data by manual or automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

“System-Generated”: means data generated by Our Systems that contain primarily pseudonymised data, such as unique identifiers or codes that cannot on their own identify an individual person. System-generated data may also contain identifiable information about end users, such as a user name.

“Confidential Information”: means all information disclosed between You and Us, which could be reasonably considered confidential given its nature and context of disclosure. It excludes any information which (a) was publicly known and available prior to disclosure; (b) becomes publicly known and available from a third party without a breach of third party’s obligations of confidentiality; (c) is required by law to be disclosed by the receiving party.

“Pseudonymisation”: means processing of Personal data in such a manner that the Personal data can no longer be attributed to a specific Data subject without the use of additional information, provided that such additional information is kept separately and is subject to technical and organisational measures to ensure that the Personal data are not attributed to an identified or identifiable natural person

“Filing system, Database”: means any structured set of data which are accessible according to specific criteria, whether centralised, decentralised or dispersed on a functional or geographical basis;

“Consent”: of the Data subject means any freely given, specific, informed and unambiguous indication of the Data subject’s wishes through a statement or a clear affirmative action, signifies agreement to the processing of Personal data;

9 Enquiries and complaints

If you have any questions or complaints in relation to this privacy policy, please feel free to contact Us in writing at:

DECODE IT Pty Ltd
PO BOX 18420
Melbourne VIC 3001
Australia

contact@decodeit.com.au