

1. INTRODUCTION

WiseApps ApS ("WiseApps", "we", "our" or "us") are committed to respecting your privacy and processing personal data in accordance with the EU GDPR. The Privacy Policy set out in this document relates to all websites and mobile applications owned or controlled by WiseApps at any given time. The applications are subject to change but mainly set out in the Wise app developer page on the Apple Store.

Collectively they will be referred to as "the Apps" and will include any alternative means of offering or delivering our software and services provided in the future. Certain parts of the Privacy Policy will only relate to some of the websites, the Apps or app categories. The Privacy Policy should be read carefully to discover how we obtain, process, store and disclose your personal data. The policy also sets out your rights as a data subject.

2. PURCHASES

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information. You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases. We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons. We reserve the right to refuse or cancel your order if fraud or an unauthorised or illegal transaction is suspected.

3. SOFTWARE IN OUR SERVICE

When a Service requires or includes downloadable software, WiseApps ApS gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the software provided to you by WiseApps ApS as part of the Service. This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Service as provided by Haptic ApS in the manner permitted by these terms. You may not copy, modify, distribute, sell or lease any part of our Service or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

PERSONAL DATA	PROCESSING OPERATION AND PURPOSE	PERSONAL DATA
Account Information (e.g. username, email and subscription status)	i. To provide Newsletters with exclusive content and inform you of offers, depending on whether you are a Subscriber or Non-subscriber. ii. To create an account, allowing you to back up content and for managing your subscription. iii. To provide access to Premium features if a subscription is purchased. iv. To notify you about material changes to the Terms of Service and Privacy Policy.	i. We require your consent*. ii. Necessary for the performance of a contract we have with you. iii. Necessary for the performance of a contract we have with you. iv. Necessary to comply with legal obligations. *By ticking the box you consent to newsletters from Cabinet app. To revoke your consent click 'Unsubscribe' at the bottom of one of our emails.
Photo	To allow you to upload a profile photo, creating a more personalised service.	We require your consent.

PERSONAL DATA	PROCESSING OPERATION AND PURPOSE	PERSONAL DATA
Library data and bookmarks that might contain personal information.	i. To Provide the user with the functionality to catalogue and organize their library and bookmarks. ii. Allowing the user to filter and search through their Library Data.	We require your explicit consent to process the Library Data. It constitutes a special category of personal data under the GDPR, which by default is prohibited save for certain exceptions including explicit consent. Explicit consent is given by affirmatively clicking that you allow the App to process the data when prompted.
Payment details	To allow purchases to be made through Apple StoreKit using card payment.	Necessary for the performance of a contract we have with you.

Some of the Apps or websites may not process every category of personal data listed above. This will be clear if and when it applies (e.g. if not asked for your email address, it is not being processed).

NECESSARY FOR PERFORMANCE OF CONTRACT

We process some of your personal data because it is necessary for the performance of a contract we have with you or it is necessary prior to entering into such a contract. If you do not wish to provide a username or email for example, we cannot create your account and you will be unable to avail of certain features. It should be noted, however, that not every app will process this data.

CHANGES TO PERSONAL DATA

It is important that the personal data we have in relation to you is current and accurate. If your personal data (e.g. email address) changes during our relationship please inform us promptly. If, for whatever reason, your personal data is inaccurate or incomplete you have the right for this to be corrected or completed.

LIBRARY DATA

Often Library Data is not collected for storage or any other purposes, but instead, stored locally on your device terminal with SwiftData. Some of the Apps provide the option to back up your data with iCloud, for more information on how Apple processes your personal data see Apple’s Privacy Policy.

NECESSARY FOR PERFORMANCE OF CONTRACT

We process some of your personal data because it is necessary for the performance of a contract we have with you or it is necessary prior to entering into such a contract. If you do not wish to provide a username or email for example, we cannot create your account and you will be unable to avail of certain features. It should be noted, however, that not every app will process this data.

4. AUTOMATIC COLLECTION, RETENTION AND SHARING

DEVICE AND USAGE INFORMATION AUTOMATICALLY COLLECTED

In conjunction with our partners we automatically collect and log certain information stored on your terminal device ****("Device Data")**** including device type, operating system specification, network settings, unique device identifier and IP address. ****"Usage Data"**** is collected and logged to discover how the Apps are used and which features are popular, it includes data relating to the time you are active, purchases and the features, buttons or screens you interact with. This helps to inform and improve our direction and development. We rely on our legitimate interest of measuring and analysing app usage to further inform development and improve the overall user experience.

Our Analytics providers may by default use IP addresses to determine your general non-specific location. Among other things, this allows geographic sorting and protects us and our apps gainst misuse and nefarious activity.

RETENTION OF PERSONAL DATA

We are committed to the principle of storage limitation and will retain your personal data for no longer than is necessary to fulfil our processing purposes. Following account deletion, revocation of consent or a written deletion request, your personal data will be retained for no longer than 30 days, save for certain instances where legal obligations require longer retention periods.

We will also anonymise some personal data so it will no longer be associated with you. In this event we are entitled to retain and use the information freely.

SHARING WITH THIRD PARTIES

In order to provide you with our services, carry out our activities and to comply with legal obligations, we share your personal data with certain third parties such as:

- cloud storage providers, to help us securely store and back-up your data. To be able to provide these services, the providers receive your Account Information; Photo (if provided); and the Mental Health Data. The providers we currently use are located in the US.
- analytics providers, who assist us in the improvement and optimisation of the App. To be able to provide these services, the providers receive Device Data and Usage Data. We currently use a provider located in the US.
- newsletter and mailing providers, to enable us to generate and send newsletters to you if you have subscribed. To be able to provide this service, the providers receive your Account Information. The providers we use are located in France and the US.
- payment providers, who execute card payments for purchases made on the Growth Bundle website. To do this, the providers receive your payment details and Account Information. The provider we currently use is located in the US.
- subscription infrastructure platforms, who facilitate the offering of in-app subscriptions. In doing so they receive your Account Information. The platform we are currently using is located in the US.
- cookie consent management platforms, who assist us in managing and implementing your preferences when you visit our websites. The platforms receive automatically collected device information to provide this service. The platform we are currently using is located in Denmark.
- law enforcement authorities, government authorities, government bodies and the courts where they request it and disclosure is lawful. (e.g. prevention and detection of crime).

5. INTERNATIONAL DATA TRANSFERS

To provide storage and email newsletters we transfer your data to our partners outside the EU. We are committed to ensuring your personal data is protected when transferring to third countries without an adequate level of protection, namely the U.S.

In light of the EU-US Privacy Shield being invalidated, [Standard Contractual Clauses](<https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32010D0087&from=EN>) are now relied on. Cabinet app acknowledges the comments in the Schrems II decision that additional safeguards may be needed to supplement such clauses. We are currently assessing our transfers and working with our partners to implement safeguards, along with the updated Standard Contractual Clauses.

6. SECURITY

We have implemented appropriate technical and organisational security measures to protect your personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to. These measures include encryption and pseudonymisation. Access to your personal data is granted strictly on a need to know basis and we have carefully selected our service providers with security considerations in mind.

7. DATA BREACH PROTOCOL

In the event of a data breach, Cabinet is committed to promptly and transparently communicating with affected users. We will notify users without undue delay,, in accordance with applicable laws and regulations. This notification will include the nature of the data breach, the categories and approximate number of data subjects and records concerned, the likely consequences of the breach, and the measures taken or proposed to address the breach, including efforts to mitigate its possible adverse effects. Where necessary, we will also communicate with data protection authorities in a timely manner. Our goal is to ensure the security of user data and uphold our commitment to user privacy.

8. YOUR RIGHTS

General Rights

You have several rights in relation to your personal data, these include the right to:

- Access a copy of the personal data we hold about you;
- Correction or completion of any inaccurate or incomplete personal data;
- Erasure (save for personal data necessary to comply with legal obligations or for the establishment, exercise or defence of legal claims);
- Obtain a copy of your personal data in a portable format;
- Restrict the processing of your personal data, in the following instances:-
 1. You are contesting the accuracy of your personal data and we need time to verify it.
 2. Processing has been found unlawful, but you oppose erasure.
 3. You require the personal data for the establishment, exercise or defence of legal claims, but we no longer need it for our processing purposes.
 4. You have objected to processing based on our legitimate interests and a final decision is pending.
- Withdraw consent or explicit consent for specific processing;
- Object to the processing of personal data based on our legitimate interests on the grounds that they are overridden by your interests or fundamental rights and freedoms;
- Object to the processing of personal data for direct marketing purposes.

If you wish to exercise any of these rights, please contact us. We may request proof of identification to verify your request.

COMPLAINT: SUPERVISORY AUTHORITY

If you think we have infringed your rights under data protection legislation, you have the right to lodge a complaint. When making your complaint, the relevant supervisory authority is the one in the country:

1. where you are habitually resident;
2. where you work; or
3. where the alleged infringement took place.

The right to lodge a complaint is without prejudice to any other administrative or judicial remedy you may have. The contact information for the Danish Data Protection Agency is provided below.

Datatilsynet

Carl Jacobsens Vej 35, DK-2500 Valby
Tlf: +45 33 19 32 00 mail: dt@datatilsynet.dk

9. CONTACT

If you wish to get in contact with us please email contact@wiseapps.dk

Questions, comments and requests in relation to this privacy policy or the processing of your personal data should be addressed to our Data Protection Officer ("DPO") at sb@wiseapps.dk.

10. CHANGES TO THIS PRIVACY POLICY

We are constantly reviewing our Privacy Policy to ensure compliance with data protection legislation. Our apps are also constantly evolving and new features and services may change how we process your personal data. Any substantive or material change to this Privacy Policy will be assigned a date and be brought to your attention.