

Privacy Policy of smartcoping.com and app.smartcoping.com

Last updated: June 15, 2020

This Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your information when You use the Service and tells You about Your privacy rights and how the law protects You.

We use Your Personal data to provide and improve the Service. By installing our web application or in any way using or accessing our Services, you accept the terms and conditions of this Privacy Policy and the processing of your personal data.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this Privacy Policy:

- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Mindleap AB, Brogatan 5, Umeå.
- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

- **Account** means a unique account created for You to access our Service or parts of our Service.
- **Website** refers to SmartCoping, accessible from smartcoping.com or app.smartcoping.com
- **Service** refers to the Website.
- **Country** refers to: Sweden
- **Service Provider** means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analyzing how the Service is used.
- **Third-party Social Media Service** refers to any website or any social network website through which a User can log in or create an account to use the Service.
- **Personal Data** is any information that relates to an identified or identifiable individual.
- **Cookies** are small files that are placed on Your computer, mobile device or any other device by a website, containing the details of Your browsing history on that website among its many uses.
- **Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- **Usage Data** refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

Personal data controller

Responsible for the processing of your personal data is:

COMPANY NAME:
Mindleap AB

CORPORATE IDENTITY NO:
556808-7612

ADDRESS:
Brogatan 5, 903 25 Umeå, Sweden

E-MAIL:
info@smartcoping.com

Collecting and using your personal data

When you register for Mindleap's Services, we collect personal data from you such as: your email address and name.

When you continue using the Mindleap's Service SmartCoping webapplication you regularly upload personal data onto your account such as, depending on your use of the Services; registering behaviours and activities.

In an ongoing effort to improve our Services, additional personal data may be collected from you. In such cases, we will notify you when the personal data collection takes place.

Types of data collected

Your privacy is important to us and we will only process your personal data in accordance with this Privacy Policy and relevant personal data regulation.

Data processing necessary to provide the Services

As a part of offering the Services to you we process your personal data that you provide us with at the time of registration, such as:

- Name
- E-mail
- Device identifier, i.e. information on what device, IP-address etc. you use to register and log on to the Services

As you continue to use the Services, you will regularly provide Mindleap with further personal data. It follows from the nature of the Services that we must process such data that you upload to the Services to enable the Services, for example, we will process your behaviour and activity data to enable the presentation of your personal statistics. This processing is a pre-requisite for us being able to offer the Services to you.

If you connect to the Services using a Third-Party Application (e.g., Facebook) Mindleap will collect and use your personal information from such Third Party Applications such as your username, name, profile picture, country, hometown, email address, date of birth and gender.

Some of the data mentioned above, collected from you and processed by Mindleap for certain features of the Services, is possible for us to delete and cease processing for the future if you so require, without you having to terminate your use of the entire Services, i.e., not all data (submitted over time by you to us either directly or through third-party services) is required for you to still be able to use the Services. If you want us to cease processing certain data about you under this category, we will inform about the consequences of such cease, i.e., how it will affect your use of the features of the Services.

Tracking Technologies and Cookies

We use Cookies and similar tracking technologies to track the activity on Our Service and store certain information. Tracking technologies used are beacons, tags, and scripts to collect and track information and to improve and analyze Our Service.

You can instruct Your browser to refuse all Cookies or to indicate when a Cookie is being sent. However, if You do not accept Cookies, You may not be able to use some parts of our Service.

Cookies can be "Persistent" or "Session" Cookies. Persistent Cookies remain on your personal computer or mobile device when You go offline, while Session Cookies are deleted as soon as You close your web browser. Learn more about cookies in the "What Are Cookies" article.

We use both session and persistent Cookies for the purposes set out below:

- **Necessary / Essential Cookies**

Type: Session Cookies

Administered by: Us

Purpose: These Cookies are essential to provide You with services available through the Website and to enable You to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts. Without these Cookies, the services that You have asked for cannot be provided, and We only use these Cookies to provide You with those services.

- **Cookies Policy / Notice Acceptance Cookies**

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies identify if users have accepted the use of cookies on the Website.

- **Functionality Cookies**

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies allow us to remember choices You make when You use the Website, such as remembering your login details or language preference. The purpose of these Cookies is to provide You with a more personal experience and to avoid You having to re-enter your preferences every time You use the Website.

Use of Your Personal Data

The Company may use Personal Data for the following purposes:

- **To provide and maintain our Service**, including to monitor the usage of our Service.
- **To manage Your Account:** to manage Your registration as a user of the Service. The Personal Data You provide can give You access to different functionalities of the Service that are available to You as a registered user.

- **For the performance of a contract:** the development, compliance and undertaking of the purchase contract for the products, items or services You have purchased or of any other contract with Us through the Service.
- **To contact You:** To contact You by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as a mobile application's push notifications regarding updates or informative communications related to the functionalities, products or contracted services, including the security updates, when necessary or reasonable for their implementation.
- **To provide You** with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless You have opted not to receive such information.
- **To manage Your requests:** To attend and manage Your requests to Us.

We may share your personal information in the following situations:

- **With Service Providers:** We may share Your personal information with Service Providers to monitor and analyze the use of our Service, to contact You.
- **For Business transfers:** We may share or transfer Your personal information in connection with, or during negotiations of, any merger, sale of Company assets, financing, or acquisition of all or a portion of our business to another company.
- **With Affiliates:** We may share Your information with Our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include Our parent company and any other subsidiaries, joint venture partners or other companies that We control or that are under common control with Us.
- **With Business partners:** We may share Your information with Our business partners to offer You certain products, services or promotions.

No personal data will be transferred to third parties for marketing purposes. This processing is based on a legitimate interest, on our side the interest to offer you the best possible service, on your side the possibility to be offered relevant products and services relevant to your use of the Service and for third parties to reach you with such offers. In other words we are of the conclusion that consent is not required. If this should be the case, i.e. if, under relevant personal data regulation, consent is required for the use as described above, you hereby give your consent to us using your personal data as defined above.

Customer relationship as a legal ground

It should be noted that marketing sent by Mindleap to you on the basis of a customer relationship as a legal ground for processing personal data, does not require a consent. Such data will be processed and used in compliance with relevant personal data regulation.

Opt-out from marketing

In case you do not want Mindleap to use your personal data for the purpose of marketing, you may at any time unsubscribe from any further messages by clicking the "unsubscribe" link at the bottom of such a message, or by using such opt-out features as are available in the app settings in the Services.

Retention of Your Personal Data

The Company will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use Your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

The Company will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods.

Transfer of Data

Personal data collected from you may be shared with third-party providers of Mindleap that process personal data on behalf of Mindleap; such as server hosting providers, data storage providers, companies carrying out system and sales performance monitoring, customer support systems- and payment service providers. These service providers will be considered processors of your personal data.

At times, some of your personal data may be transferred and processed to processors, as described above, that are established in the United States or other countries (some of which will be outside the EEA). We may also transfer your personal data in the event that our business (or part of it) is sold, for instance as part of a merger or acquisition. Mindleap will always apply safeguards to protect your personal data from unauthorized disclosure. In case of transfer of data to third parties that are outside of the EU or EEA and that do not offer an adequate level of data protection, Mindleap will apply the EU Commission's model clauses and/or binding corporate rules, or similar instruments/mechanism, for the safeguarding of integrity and security.

In no event does Mindleap transfer personal data to third parties with the right for such parties to use the data other than on behalf of Mindleap.

Mindleap may further disclose your personal data in order to comply with a legal or regulatory obligation, if we reasonably believe that this is required by law, regulation or other legislation, or in order to protect and defend Mindleap, our business partners or users' rights and interests, subject always to relevant applicable personal data regulation.

Disclosure of Your Personal Data

Business Transactions

If the Company is involved in a merger, acquisition or asset sale, Your Personal Data may be transferred. We will provide notice before Your Personal Data is transferred and becomes subject to a different Privacy Policy.

Law enforcement

Under certain circumstances, the Company may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Other legal requirements

The Company may disclose Your Personal Data in the good faith belief that such action is necessary to:

- Comply with a legal obligation
- Protect and defend the rights or property of the Company
- Prevent or investigate possible wrongdoing in connection with the Service
- Protect the personal safety of Users of the Service or the public
- Protect against legal liability

Rectification of Personal Data

You have the right to request access to and rectification or erasure of your personal data processed by Mindleap. If a request for rectification concerns data that is necessary for Mindleap to offer the Services, such requests will have the effect that your account will be terminated at Mindleap.

If you wish to exercise this right, please contact us at info@smartcoping.com. An application shall be made in writing and must be signed by you. Alternatively, you can also rectify your personal data by deleting your account via the Services.

Portability

You have the right to receive your personal data which you have provided to Mindleap, in accordance with relevant personal data regulation, provided that such request does not adversely affect the rights and freedoms of others.

Security of the personal data we process

The security and integrity of your personal data are important to us. In addition to complying with applicable relevant personal data regulation, we use accepted industry standards, technologies, and procedures, such as firewalls, security software, etc., in order to protect the integrity of your personal data and to prevent any unauthorized access. However, no system can be 100% secure, and despite our efforts, there is always a risk of unauthorized access to your personal data. By using our Services, you assume this risk. We also urge you to use a unique and strong password to your user account as well as to protect such password. You should further limit access to your computer and browser and log out after having used the Company's Services.

Complaints

If you have any questions or complaints about our processing of your personal data, you are welcome to contact us at info@smartcoping.com. You also have the right to lodge a complaint with a supervisory authority.

Children

Our Service does not address anyone under the age of 13. We do not knowingly collect personally identifiable information from anyone under the age of 13. If You are a parent or guardian and You are aware that Your child has provided Us with Personal Data, please contact Us at info@smartcoping.com. If We become aware that We have collected Personal Data from anyone under the age of 13 without verification of parental consent, We take steps to remove that information from Our servers.

If We need to rely on consent as a legal basis for processing Your information and Your country requires consent from a parent, We may require Your parent's consent before We collect and use that information.

Links to Other Websites

Our Service may contain links to other websites that are not operated by Us. If You click on a third party link, You will be directed to that third party's site. We strongly advise You to review the Privacy Policy of every site You visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

Changes to our Privacy Policy

We may update our Privacy Policy from time to time. We will notify You of any changes by posting the new Privacy Policy on this page.

We will let You know via email and/or a prominent notice on Our Service, prior to the change becoming effective and update the "Last updated" date at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

Contact

We will communicate with you by email and notices posted on your mobile device. If you do not wish to receive notices on your mobile device, you can always turn off this service.

We welcome your feedback regarding our Services. If you have any questions or suggestions regarding our Privacy Policy, please contact us at:

COMPANY NAME: Mindleap AB

BY E-MAIL: info@smartcoping.com

BY MAIL: Brogatan 5, 90325 Umeå, Sweden

Terms and Conditions of app.smartcoping.com

Last updated: June 15, 2020

By becoming a member or using our Services, you accept and agree to these Terms and Conditions ("Terms"). Therefore, it is important that you carefully read through these Terms. If you do not consent to these Terms, you should not register with our service SmartCoping.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Mindleap AB, Brogatan 5, 90325 Umeå.
- **Country** refers to: Sweden
- **Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

- **Website** refers to SmartCoping, accessible from app.smartcoping.com
- **Service** refers to the Website.
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

About SmartCoping

SmartCoping is a service developed and provided by Mindleap AB. The service is available online at app.smartcoping.com. The purpose of the service is to help our users record behavioral changes and coping skills.

Using our Services

To use our Services, you must follow some simple rules. The Service is only available for your private use and is not intended for commercial use. Do not misuse the Services, so that either the Mindleap or anyone else is harmed in any way. You may only use the Services as permitted by law and these Terms. By using our Services, you agree that:

- All of the personal data provided by you is accurate and up to date.
- You are solely responsible for all activities on your account and all the content that is uploaded and/or created under your account.
- Mindleap does not monitor the contents of the Service, but may at any time choose, at its sole discretion, to remove User Material from the Service and/or your user account and to terminate your account and membership.
- Your membership, including your email and password, with Mindleap, is personal and may not be transferred or used by someone else. You are responsible for storing your login details in a safe manner. Mindleap is not in any way responsible for any loss or damage caused by unauthorized access to your account or use of your login details. If you learn of or suspect any unauthorized use of your account, you must immediately inform Mindleap's Customer Service. Contact details are available at the bottom of this document.
- The service is not intended for use by persons under the age of 13. To use the service, you must be at least 13 years old.
- Violation of any of these Terms will lead to a direct termination of your user account and subscription. If you violate these terms, you will not get a refund.
- You are not allowed to engage in any commercial activities, advertise and/or provide hints (such as links) on where commercial activities are present through our Services.

- You must not engage in any unlawful activities on the Service, such as (but not limited to) contributing with information which in any way contains or involves incitement to racial hatred, defamation, harassment, child pornography or pornography.
- You are not allowed to contribute to any propaganda, religious and/or political views.
- If you have any criticism or feedback regarding Mindleap or our Services, to firstly contact Mindleap to help us to improve our Services.
- You may not transmit, and/or distribute files that may damage Mindleap or others' computers or property (such as viruses and trojan horses).
- You may not share others' personal information, without their approval.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Your account

You can at any time choose to cancel/end your account at your convenience. Please note that uninstalling the web application or closing your account will not automatically stop your subscription — you must actively cancel the subscription. To find out how to cancel the subscription and/or your account, please follow the instructions on the website.

Health information

You are responsible for your own health. Mindleap is not a medical organization and we will not provide you with any medical treatment or diagnosis. The purpose of the Services is solely to help our users to record behavioral changes and coping skills. Information made available through the Services and by our partners and affiliates shall solely be used for recreational and educational purposes. Always consult with your doctor or psychologist if you experience symptoms of mental illness or discomfort.

Mindleap cannot guarantee any health and performance results or improvements. Our Services are only intended for healthy adults.

Mindleap cannot guarantee that the health information provided in our database is accurate, reliant or complete. Mindleap is not responsible for any personal injury or any other damages that may have been the result, direct or indirect, of any use or misuse of the Services.

Intellectual property

All rights in and to the Services, including any trademarks, service marks, trade names and copyrighted content (collectively “Intellectual Property”) presented within the Service are the property of Mindleap and/or third parties. You agree not to use Intellectual Property for any other purposes except for your use of the Service unless required otherwise by applicable mandatory law.

By submitting User Material to Mindleap, you warrant and represent that you hold the copyright, trademark and/or other intellectual property rights to your content. You agree to grant Mindleap a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use User Material to the extent necessary for Mindleap to operate and maintain the Service. This license shall remain valid until the respective User Material is deleted from the Service by you or by Mindleap in accordance with these Terms.

Disclaimer and limitation of liability

You use the Service at your own risk. The Service is provided “AS IS,” without any warranties, and Mindleap does not warrant that the Service and availability thereof will be uninterrupted or error-free. Mindleap does not assume any responsibility for errors or omissions in the information or software or other documents, including User Material, which is referenced by or linked to. References or links to third parties’ websites are provided “AS IS”, without warranty of any kind, either express or implied.

In no event shall Mindleap be liable for any indirect or consequential damages, except in cases of intentional misconduct or gross negligence. To the maximum extent permitted under applicable law, Mindleap’s aggregated liability for any direct damages shall be limited to the lesser of: membership fees paid by the user or 5000 SEK.

Miscellaneous

For the sake of clarity, Mindleap doesn’t undertake the obligation to monitor the contents of User Material.

You are not entitled to assign your rights and/or obligations under these Terms or use of the Service to any third party without Mindleap’s prior written consent. Mindleap is entitled to assign its rights and/or obligations under these Terms.

Mindleap reserves the right to refuse the Service to anyone for any reason at any time. Mindleap may revise these Terms from time to time and the most current version will always be posted on Mindleap’s website (smartcoping.com & app.smartcoping.com). Any and all material changes shall become into effect between you and Mindleap upon your acceptance of such changes (e.g., by using the Services after such notification has been made to you or renewing your subscription).

Governing law and dispute resolution

These Terms and the use of the Services are governed by the laws of Sweden, except for its conflicts of laws principles. All claims arising out of or relating to these Terms or the Service shall be resolved by the Swedish public courts, whereby the District Court of Stockholm shall be the court of the first instance.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service.

You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact details

Customer Service is available in ways specified on the website. The channels for support might differ from time-to-time. If you have any questions about these Terms and Conditions, You can contact us:

COMPANY NAME: Mindleap AB

BY E-MAIL: info@smartcoping.com

BY MAIL: Brogatan 5, 90325 Umeå, Sweden