Privacy Policy

This is the privacy policy (“Privacy Policy”) that governs how we, QualiSystems Ltd. (also known as “Quali”) and its affiliates (“QualiSystems”, “Quali”, “we”, “our” or “us”), use Personal Information (defined below) that we collect, receive and store about individuals including in connection with (i) our software products and Trial Platform with its rights of use located at www.quali.com/legal/titled Trial Platform License (the “Products”), (ii) the use of the website www.quali.com, including the Community Portal with its rights of use located at www.quali.com/legal/titled Community Terms of Use (the “Community Portal”), Quali University with its rights of use located at www.quali.com/legal/titled Quali University Terms of Use ("Quali University"), www.quali-event.webex.com, www.info.quali.com and any other blogs and/or websites that we operate including through different social media sites and apps (each of these sites, together with such sites' sub-domains, content and services, the “Site”) (iii) any surveys or questionnaires we may conduct (“Surveys”); and (iv) signups, badge scanning and business cards provided at events, seminars, webinars, educational programs, luncheons, road shows, conferences, or other face to face communication with our representatives and/or partners (“Events”) (all of such Products, Community Portal, Quali University, Site, Survey and Events and any other Quali's services and products collectively shall be referred to as “Services”).

Quali may choose to engage third party providers to provide cloud or hosting services. This means that data you provide us or that we collect from you (including any Personal Information, as defined below) – as further described in this Privacy Policy – may be hosted with such third party service providers on servers that they own or control. Regardless of where such third party service providers are located (and some may be located in the US), their servers may be located anywhere in the world (including the US). Your data may even be replicated across multiple servers located in multiple countries. So please be aware that you are consenting to your data being transferred to various third party service providers around the world (including the US).

1. Introduction. We have implemented this Privacy Policy because your privacy, and the privacy of other users, is important to us. This Privacy Policy explains our online information practices and the choices you can make about the way your Personal Information is collected and used in connection with the Site. “Personal Information” means any information that may be used, either alone or in combination with other information, to personally identify an individual, including, but not limited to, a first and last name, a personal profile, an email address, a home or other physical address, or other contact information.

2. Terms of Use. This Privacy Policy forms part of our Website Terms of Use which is available at http://www.quali.com/legal/titled Website Terms of Use (“Terms”). Any capitalized but undefined term in this Privacy Policy shall have the meaning given to it in the Terms.

3. Consent and Modification. You are not legally obligated to provide us Personal Information, and you hereby confirm that providing us Personal Information is at your own free will. By attending Events or using the Products, Site and/or Surveys, you consent to the terms of this Privacy Policy and to our collection, processing and sharing of Personal Information for the purposes set forth herein. If you do not agree to this Privacy Policy, please do not provide your information as part of the Events or access or otherwise use the Products, Site and/or Survey. We reserve the right, at our discretion, to change this Privacy Policy at any time. Such change will be effective ten (10) days following posting of the revised Privacy Policy on the Products and/or Site and shall affect Personal Information provided prior to and following such date. Non receipt of request not to use such Personal Information following such changes or Your continued participation in Events, use of the Products, Site and/or Survey thereafter means that you accept those changes.

4. What Personal Information We Collect and How We Collect It. We do not currently require you to provide Personal Information in order to have access to general information available on the Products and/or Site. But, we do receive and/or collect Personal Information from you in the following ways:

4.1. Account. In order to use certain services that we offer via the Products and/or Site (including the Community Portal or Quali University), you may be required to create an account (“Account”). If you create an Account you will be required to provide us with certain information, such as your first and last name, email address, phone number, job title, company name and country as well as a password that you will use for your Account (“Account Information”). You may also choose to provide additional Personal Information as part of the Account registration process and in connection with your ongoing use of your Account, such as: phone number, state/region, address, date of birth, website and/or location. We may send you a text message to your mobile phone or an e-mail to the e-mail address you submit to confirm your registration. If you choose not to create an Account, or fill in a registration form, you may not be able to access or use certain features of the Products and/or Site.
4.2. ‘Contact Us’ Information. If you send us a “Contact Us” request, whether by submitting an online form that we make available or by sending an email to an email address that we display, you may be required to provide us with certain information such as your name, email address, address, company name and telephone number.

4.3. Profile. Some parts of the Products and/or Site may enable you to register for the purpose of sharing Contributions in the Community Portal by way of Apache License (all as further defined and detailed in the Community Portal TOU) [available at: http://www.quali.com/legal/ titled Community Portal Terms of Use Direct link at: (“Community Portal”). Your registration will include your name, email address and password and other information that you choose to include in your Community Portal, such as your website, location, date of birth, personal description and a profile picture.

4.4. Log Files. We may make use of log files. The information inside the log files includes internet protocol (IP) addresses, type of browser, Internet Service Provider (ISP), date/time stamp, referring/exit pages, clicked pages and any other information your browser may send to us. We may use such information to analyze trends, administer the Site, track users’ movement around the Site, and gather demographic information.

4.5. Cookies and Other Tracking Technologies. Our Site may utilize “cookies”, anonymous identifiers and other tracking technologies in order to for us to provide our Site and present you with information that is customized for you. A “cookie” is a small text file that may be used, for example, to collect information about activity on the Site. Certain cookies and other technologies may serve to recall Personal Information, such as an IP address, previously indicated by a user. Most browsers allow you to control cookies, including whether or not to accept them and how to remove them. You may set most browsers to notify you if you receive a cookie, or you may choose to block cookies with your browser.

4.6. Analytics Tools. The Site may use tools such as “Google Analytics” and “Hubspot” to collect and analyze information about use of the Site (“Analytics Tools”). Analytics Tools collect information such as how often users visit this Site, what pages they visit when they do so, and what other sites they used prior to coming to this Site. We use the information we get from Analytics Tools to maintain and improve the Site and our products and services.

4.6.1 Google Analytics. We do not combine the information collected through the use of Google Analytics with personally identifiable information. Google’s ability to use and share information collected by Google Analytics about your visits to this Site is restricted by the Google Analytics Terms of Service, available at http://www.google.com/analytics/terms/us.html, and the Google Privacy Policy, available at http://www.google.com/policies/privacy/. You may learn more about how Google collects and processes data specifically in connection with Google Analytics at http://www.google.com/policies/privacy/partners/. You may prevent your data from being used by Google Analytics by downloading and installing the Google Analytics Opt-out Browser Add-on, available at https://tools.google.com/dlpage/gaoptout/.


4.7. Event Participation - Information you have provided in events, including signups, badge scanning and business cards provided at events, road shows, conferences, referrals or other face to face communication with our representatives and/or partners, as well as participation in online events such as educational webinars.

4.8. Registration to emailing lists – Through subscriptions or requests for information on our Site, Events and other face to face meeting with our representatives or partners you have the option to provide us with your details such as your name, email address, address, company name and telephone number.

5. Publicly Available Information. Your Contributions (as defined and detailed in the Community Portal TOU) and any content that you post on or via the Site or our blogs, including the Community Portal (“User Submissions”) may be publicly available to other Site users, and may also be accessed and used by people off the Site. The notices and tools that we provide on the Site are intended to inform you which information will be made publicly available. If you publish your contact information in any User Submissions or as part of the Community Portal, you may receive unsolicited messages from other users of the Site or the public. We, therefore, encourage you only to post information that you are sure you want to be accessible to anyone.

6. The Way We Use Personal Information. If you submit or we collect Personal Information through the different possibilities mentioned in section 4 above, Events, the Products, Site and/or Surveys, then we may use such Personal Information in the following ways, via any applicable communication channel, including e-mail, SMS, telephone call, mail, etc.:
6.1. We will use your Personal Information to provide and improve our Events, Surveys, Products and/or Site, including to send you marketing/advertisement communications, newsletters and updates and information that we believe may be of interest to you, to contact you in connection with Events, the Products, Surveys, joint events and initiatives with partners, community activities, social network updates, and/or Site and certain programs or offerings that you may have registered for (including with sale leads by phone), to contact you specifically with sale leads in connection with our Products or services and to identify and authenticate your access to the parts of the Site that you are authorized to access.

6.2. We may use your designated email address to: (i) send you information, updates or news (including periodic newsletters) regarding ourselves, Events, the Products, Surveys and/or Site; (ii) respond to a “Contact Us” or administrative request (for example, to change your password); to send you links to surveys, sweepstakes or other promotional or market research activities we may be running; to contact you specifically with sale leads in connection with our Products or services.

6.3. As detailed above, making use of the Services means that You are aware and you expressly, freely, affirmatively and unequivocally consent that We may transfer your information, including your Personal Information, and process it on servers outside your country of residence and outside of the European Economic Area / European Union, including on Amazon Web Services (“AWS”) servers in the United States and QualiSystems may engage third parties to perform necessary business functions on its behalf, such as outside contractors or service providers (e.g. hosting company, data servers, storage facilities) for example, in connection with communications to users, data storage facilities, and other aspects of Services operations. If it is necessary for the performance of their duties, these third parties may have access to Your information, Your Personal Information and Your Confidential Information. These third parties are required not to use any information for any purpose other than to provide services to QualiSystems or to You on QualiSystems behalf. They are also required to protect the information with adequate reasonable security measures. Your information and Personal Information may be transferred in and out of, stored, maintained, and processed in and out of the United States, Europe or in and out of other countries where QualiSystems has facilities or where QualiSystems has engaged a service provider. This storage, maintenance or processing will be performed under privacy and security laws and standards that may not be as protective as those in Your jurisdiction. Your use of the Site and/or Services is an affirmative and complete consent to such transfer and storing, including outside of your territory and to the United States. If You have any concern about the above, do not make use of the Services, provide QualiSystems with such Personal Information or upload onto the Services Personal Information. Additionally, to the extent that any Personal Information is collected, stored or transferred You hereby represents that You have has received any required consents from the data subjects for use and for the purpose for which this Personal Information is collected, stored or transferred, including by informing the data subjects the following, among others, as required under any applicable law, including any applicable privacy laws.

6.4. We may transfer your Personal Information to our local or foreign subsidiaries or affiliated companies for the purpose of storing or processing such information on our behalf. Such information may be transferred to other countries. We require that these parties agree to process such information in compliance with our Privacy Policy. We may share your Personal Information with our third party service providers and partners, but only to assist us with our business operations and to provide our Site to you and other users. Such information may be transferred to other countries. We use commercially reasonable efforts to only engage or interact with third party service providers and partners that post a privacy policy governing their processing of Personal Information.

6.5. We may disclose your Personal Information or any information you submitted via the Events, Surveys, Products and/or Site if we have a good faith belief that disclosure of such information is helpful or reasonably necessary to: (i) comply with any applicable law, regulation, legal process or governmental request; (ii) enforce our Terms, including investigations of potential violations thereof; (iii) detect, prevent, or otherwise address fraud or security issues; or (iv) protect against harm to the rights, property or safety of Quali, our users, yourself or the public.

7. Use of Anonymous Information. We may use Anonymous Information (as defined below) or disclose it to third party service providers in order to improve our Surveys. Events, Products and/or Site and enhance your experience with the Events, Surveys, Products and/or Site. We may also disclose Anonymous Information (with or without compensation) to third parties, including advertisers and partners, and in white papers, opinion letters and/or articles we may write and submit for public publishing. “Anonymous Information” means information which does not enable identification of an individual user, such as aggregated information about general market interests in our field, participation in Events, the use of our Products and/or Site, aggregated results of Surveys or quotes submitted as part of the answers to a Survey or through the Site of blogs.

8. Opting Out. You may choose not to receive future promotional, advertising, or other Event related, Product-related and/or Site-related emails from us by selecting an unsubscribe link at the bottom of each email that we send. Please note that even if you opt out of receiving the foregoing emails, we may still send you a response to
any “Contact Us” request as well as administrative emails (for example, in connection with a password reset request) that are necessary to facilitate your use of the Site.

9. **Choice.** At all times, you may choose whether or not to provide or disclose Personal Information. If you choose not to provide mandatory Personal Information, you may still visit parts of the Site, but you may be unable to access certain options, programs, offers, and services that involve our interaction with you.

10. **Access/Accuracy.** To the extent that you do provide us with Personal Information, we wish to maintain accurate Personal Information. If you would like to delete or correct any of your other Personal Information that we may be storing, you may submit an access request by sending an email to privacy@quali.com. Your email should include adequate details of your request.

11. **Links to and Interaction with Third Party Products.** The Products and/or Site may enable you to interact with or contain links to your Account and other third party websites, mobile software applications and services that are not owned or controlled by us (each a “Third Party Service”). We are not responsible for the privacy practices or the content of such Third Party Services. Please be aware that Third Party Services may collect Personal Information from you. Accordingly, we encourage you to read the terms and conditions and privacy policy of each Third Party Service that you choose to use or interact with.

12. **Children’s Privacy.** The Events, Surveys, Products and/or Site are not structured to attract children under the age of 13 years. Accordingly, we do not intend to collect Personal Information from anyone we know to be under 13 years. If we learn that we have collected Personal Information from a child under 13 years, we will delete that information as quickly as possible. If you believe that we might have any such information, please contact us at privacy@quali.com.

13. **Security.** The security of Personal Information is important to us. We follow generally accepted industry standards, including the use of appropriate administrative, physical and technical safeguards, to protect the Personal Information submitted to us. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to use reasonably acceptable means to protect your Personal Information, we cannot guarantee its absolute security or confidentiality. If you have any questions about security on the Products and/or Site, you can contact us at privacy@quali.com.

14. **Merger, Sale or Bankruptcy.** In the event that we are acquired by or merged with a third party entity, or in the event of bankruptcy or a comparable event, we reserve the right to transfer or assign Personal Information in connection with the foregoing events.

15. **California Privacy Rights.** California Civil Code Section 1798.83 permits our customers who are California residents to request certain information regarding our disclosure of Personal Information to third parties for their direct marketing purposes. To make such a request, please send an email to privacy@quali.com. Please note that we are only required to respond to one request per customer each year.

16. **Our California Do Not Track Notice.** We do not currently respond or take any action with respect to web browser “do not track” signals or other mechanisms that provide consumers the ability to exercise choice regarding the collection of personally identifiable information about an individual consumer’s online activities over time and across third-party web sites or online services. We may allow third parties, such as companies that provide us with analytics tools, to collect personally identifiable information about an individual consumer’s online activities over time and across different web sites when a consumer uses the Site.

17. **Deletion of Content from California Residents.** If you are a California resident under the age of 18 and a registered user, California Business and Professions Code Section 22581 permits you to remove content or Personal Information you have publicly posted. If you wish to remove such content or Personal Information and you specify which content or Personal Information you wish to be removed, we will do so in accordance with applicable law. Please be aware that after removal you will not be able to restore removed content. In addition, such removal does not ensure complete or comprehensive removal of the content or Personal Information you have posted and that there may be circumstances in which the law does not require us to enable removal of content.

18. **Commitment.** We are committed to protecting your privacy. Protecting your privacy online is an evolving area, and we are constantly evolving to meet these demands. If you have any comments or questions regarding our Privacy Policy, or your Personal Information that we may be storing and using, please contact us at privacy@quali.com.

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