

Terms of Use

Effective Date: March 17, 2020

Welcome to the Laserfiche website (the “Site”). Laserfiche is pleased to offer you a wide-range of resources, products and content, including Beta Services (“Services”).

PLEASE READ THESE TERMS CAREFULLY BEFORE UTILIZING THIS SITE. YOU AGREE THAT DISPUTES BETWEEN YOU AND LASERFICHE WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU WAIVE YOUR RIGHT AS A PLAINTIFF IN ANY CLASS ACTION DISPUTE UNLESS YOU OPT OUT IN ACCORDANCE WITH THE ARBITRATION PROVISION SET FORTH IN SECTION 14 BELOW.

If you are entering into the terms of this Policy on behalf of a company, organization or another legal entity (an “**Entity**”), you are agreeing to this Policy for that Entity and representing to Laserfiche that you have the authority to bind such Entity and its affiliates to this Policy, in which case the terms “**you**” or related terms herein shall refer to such Entity and its affiliates. If you do not have such authority, or if you do not agree with this Policy, you must not accept these terms and may not use the Site or Service.

1. Agreement to Terms of Use

By accessing or using the Site or Services, you agree to follow and be bound by these terms and conditions concerning your access to and use of the Site and the Services (“**Terms**”), as well as our Privacy Policy (“**Privacy Policy**”). If there is a conflict or inconsistency between these Terms and the rules, guidelines, license agreement, user agreement or other terms and conditions for a specific area of the Site or for specific Services, the latter will have precedence with respect to your access and use of that area of the Site or Services.

Laserfiche may revise the Terms and Privacy Policy at any time without notice to you. The revised Terms and Privacy Policy will be effective when posted.

2. Applicable Use Policy; Site, Services and Software

Any information and data available through the Site is provided solely to enable you to learn about Laserfiche and the Services. You agree to use the Site and Services in accordance with its purpose. To the

extent that Laserfiche provides downloadable software, open source software, software as a service offerings, or any other such software product or service, from any Laserfiche operated website or reseller (“Software”), such Software is subject to all agreement(s) that are included with or accompanies the Software, and other terms and conditions that may apply. All Software is provided as-is for evaluation, licensed use, and internal use only. Software may be time-disabled and may cease to operate after a period of time. Software may not be modified or altered in any way. Software may not be redistributed unless specifically authorized in writing by a representative of Laserfiche.

You agree to use our Site or Services responsibly and agree not to use the Site or Services in any unauthorized way, including but not limited to, unlawfully gain access to another person’s or entity’s information, make any copies, adaptations, modifications, alterations, or reconfiguration of Software, unless otherwise agreed to in a formal written agreement. Please do not copy, download, upload, or share content unless you have the right to do so. You further agree not to use the Site or Services in any way that is otherwise in violation of these Terms or applicable law. You may use our Services only as permitted by law, including export control laws and regulations.

Laserfiche may review your conduct and content for compliance with these Terms. Laserfiche is not responsible for the content users post and share via our Services.

You are responsible for protecting the confidentiality of your password(s), and for the acts and omissions of any third party that accesses the Site or Services through use of your password, as if such acts and omissions were your own.

3. Privacy

By using the Site or Services, you agree to Laserfiche’s collection, use and disclosure of your data and information as described in the Privacy Policy [here](#).

4. Third Party Web Sites, Content, Products and Services

The Site and/or Services may integrate, be integrated into, or be provided in connection with third-party web sites, content, products

and services. We do not control nor are we responsible for such third-party websites, content, products and services. You should read the terms of use agreements and privacy policies that apply to such third-party websites, services and content.

5. Submissions and Promotions

While we are pleased to receive user material, feedback, suggestions, or information regarding Laserfiche or our Services (“Submissions”), including submission of entries for competitions and/or Promotions, we want you to understand that any Submission sent by you to Laserfiche will be considered non-confidential, non-personal, and non-proprietary (other than personal information, as described in the Privacy Policy). Please note that you are not obligated to disclose or share Submissions with Laserfiche by agreeing to these Terms. All Submissions are voluntary by you.

If you provide Laserfiche with any Submissions, you agree and acknowledge that you assign all rights in the Submissions to Laserfiche and that we have the right to use any Submissions in any way we see fit. You agree that you will not provide to Laserfiche any Submissions that you consider to be confidential or proprietary.

Each time you provide Submissions to Laserfiche, you represent and warrant to Laserfiche that you have the right to submit the Submissions, and by submitting it you will not be infringing any rights of any third party, including intellectual property rights (e.g., copyright, trademark or patent), privacy or publicity rights, rights of confidentiality, or any other contractual obligations.

Any sweepstakes, contests, raffles, surveys, games, or other promotions (collectively, “Promotions”) made available through Laserfiche, its Services, or through the Site, may be governed by rules that are separate from these Terms. If you participate in any Promotions, please review the applicable rules as well as our [Privacy Policy](#). If the rules for a Promotion conflict with these Terms, the Promotion rules will apply. In addition, supplemental terms may apply to certain Services, such as policies for a particular event, program, activity or Promotion, and such supplemental terms will be disclosed

to you in separate disclosures or in connection with the applicable Service(s). Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Service(s). Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

6. Beta Services

Subject to Section 11, Laserfiche sometimes makes available products and features that are still being developed, tested and evaluated (“Beta Services”) to a limited group of users without any compensation or reimbursement of any kind. Laserfiche expressly represents that Beta Services are not final products and, as such, are provided “AS IS.” The Beta Services have generally not been released for sale, distribution or any use by the general public, and may not be as reliable as Laserfiche’s other services. Laserfiche provides no assurance that any specific errors or discrepancies in the Beta Services will be corrected, and we are under no obligation to provide any updates, technical support, maintenance or any other services for Beta Services. Beta Services are made available so that we can collect information related to quality, usability, performance, identification of defects, and user feedback (collectively, “Feedback”). By using our Beta Services, you agree that we may collect Feedback from you as part of testing and evaluation, and you agree that: (a) Laserfiche may freely use such Feedback for any purpose; and (b) you will not give Laserfiche any Feedback (i) that you have reason to believe is subject to any patent, copyright, or other intellectual property claim or right of any third party; or (ii) that is subject to license terms that seek to require any Laserfiche product incorporating or derived from any feedback, or other Laserfiche intellectual property, to be licensed to or otherwise shared with any third party. In the event you request to opt out, your participation in the Beta Services will be canceled and Laserfiche will stop collecting Feedback from you.

Beta Services are confidential until official launch. Laserfiche owns all legal right, title and interest in and to the Beta Services. You agree to prevent any unauthorized copying of the Beta Services.

7. User Data & Permissions

When you use our Services, you may provide us with data including but not limited to files, content, videos, photographs, messages, and contacts (“Content”). Your Content is yours and these Terms do not grant Laserfiche any rights to your Content except for the limited rights that enable us to offer and provide our Services to you. When you use our Services, you agree to provide Laserfiche, including our affiliates and trusted third parties, an irrevocable, perpetual (non-exclusive), worldwide license to use, host, store, reproduce, copy, adapt, encode, modify, create derivative works, communicate, publish, publicly perform, publicly display, distribute, transmit, process, and disclose your Content and other information we may obtain as part of your use of the Services. Without those rights, we could not offer our Services. Please note that this license continues even if you stop using our Services. In addition, you represent and warrant that you have the necessary rights to grant us this license for any Content that you provide us as part of the Services.

8. Unsolicited Ideas

Laserfiche does not accept or consider unsolicited ideas, which includes, but is not limited to, new or improved products or technologies, product improvements, ideas advertising or promotion campaigns, processes, materials, marketing plans or new product names.

Please do not submit any unsolicited ideas, original creative artwork, suggestions or other works in any form to Laserfiche or any of its employees. The purpose of this policy is to avoid potential misunderstandings or disputes when Laserfiche’s products, services, features, or marketing strategies might seem similar to ideas submitted to Laserfiche. If, despite our request that you not send us your ideas, you still submit your ideas to Laserfiche, then regardless of what your communication to Laserfiche says, these Terms will apply to your submission(s).

9. Copyright, Trademarks & Other Intellectual Property

The Site, Services, and Software, and other Laserfiche features, are protected by intellectual property rights of either Laserfiche or a third

party licensor. Laserfiche reserves all rights to its trademarks, trade names, service marks, and logos (collectively, "Laserfiche Marks"). For information on trademark use and the Laserfiche brand, please visit our Trademark and Brand Usage Guidelines [here](#).

In addition, we reserve the right to delete or disable content alleged to be infringing the intellectual property rights of others and terminate accounts of infringers. To report or submit a notice of alleged copyright infringement, please see our contact information under [Section 17](#).

10. Indemnification

You agree to defend, indemnify and hold harmless Laserfiche, its affiliates, licensors and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Site, including, but not limited to any use of Laserfiche's content, services and products.

11. Disclaimer, No Warranties, Limitations

The Site and Services are provided as-is and as available. Compulink Management Center, Inc. dba Laserfiche and its shareholders, affiliates, officers, directors, employees, contractors, agents, representatives, business partners, vendors, clients, licensors, and advisors, whether jointly or severally ("Laserfiche Entities"), expressly disclaim any warranties and conditions of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose.

Neither Laserfiche nor any person associated with Laserfiche makes any representation or warranty with respect to the completeness, security, reliability, quality, accuracy, or availability of the Site or Services. Without limiting the foregoing, neither Laserfiche nor any person associated with Laserfiche represents or warrants that the Site or Services or items obtained through the Site or Services will be accurate, reliable, error-free or uninterrupted, that our Site or the

server that makes the Site available are free of harmful components, such as viruses, or that the Site or any Services or items obtained through the Site will otherwise meet your needs or expectations.

You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

Some jurisdictions do not allow the disclaimer or exclusion of certain warranties or the limitation or exclusion of liability for certain damages, or the disclaimer or waiver. To the extent that they are held to be legally invalid, or if Laserfiche may not, as a matter of law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Laserfiche's liability will be the minimum permitted under such applicable law. All other terms will remain in full force and effect.

12. Limitation of Liability

In no event will Laserfiche Entities be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Site, Services, any websites linked to the Site, any content or information received through the Site, whether it be direct, indirect, special, incidental, consequential, exemplary, or punitive damages, including but not limited to loss of use, data, business or profits, loss of goodwill, loss of data, whether caused by tort (including negligence), breach of contract (foreseeable or otherwise), and on any theory of liability, arising out of or in connection with the Site, Services, or any other such provision by Laserfiche. Access to, and use of, the Site and Services are at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data resulting therefrom.

In the event that you have any basis to recover damages in any circumstance related to Services or breach of these Terms, you agree that our maximum liability to you, arising out of or in connection with the Site or Services will not exceed in aggregate the total amount paid by you to us in respect of the amounts paid in the month preceding

any such claim. The existence of more than one claim will not increase such limitation of liability.

The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

13. Severability

If any provision of these terms will be unlawful, void or for any reason unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity and enforceability of any remaining provisions. If a court or arbitrator holds that we cannot enforce a part of these Terms as written, we may replace those terms with similar terms to the extent enforceable under relevant law.

14. Arbitration & Class Action Waiver

Laserfiche hopes that we don't have a dispute and we are open to resolving any issues informally. At Laserfiche's sole discretion, it may require you to submit any disputes arising from these Terms or Services, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to **final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). You agree to submit to arbitration in Los Angeles, California.**

Neither you or Laserfiche will enter class arbitration or bring any claims as a plaintiff or class member in any class or representative arbitration proceeding. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration agreement or this agreement will remain in force. You will have the right to opt out of this agreement to arbitrate by providing written notice of your intention to opt out within 30 days after the Effective Date of the latest Terms.

15. Governing Law & Venue

All matters relating to these Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), will be governed by and construed in accordance with the laws of the state of California without giving effect to conflicts of law principles.

Any legal suit, action or proceeding arising out of, or related to, these Terms will be instituted exclusively in the federal courts of the United States or the courts of the County of Los Angeles in the State of California. You waive any and all objections to the exercise of jurisdiction and venue over you by such courts to the extent enforceable under relevant law.

16. Miscellaneous

We may assign these Terms, in whole or in part, at any time without notice to you. You may not assign your rights or obligations under these Terms or transfer any rights to use the Services or Site. These Terms are solely for your and our benefit; they aren't for the benefit of any other person, except for Laserfiche's successors and assigns. Persons who are 18 years or younger, or not of the age of majority, may not use the Site or Services thereunder, and we ask that no information in relation to such persons be submitted to Laserfiche. The English language version of these Terms and any notice or other document relating to these Terms shall prevail if there is a conflict or discrepancy between the English and any other language version of these Terms, except where the document is a constitutional, statutory or other official document.

17. Contact Us

If you have any comments or questions regarding our Terms of Use, please send a message to:

Compulink Management Center, Inc. d/b/a Laserfiche
ATTN: Legal Department
3443 Long Beach Blvd.
Long Beach, CA 90807
USA

notices@laserfiche.com

Privacy

Privacy Notice

NOTICE: This Privacy Notice is effective as of January 23, 2023.

Compulink Management Center, Inc. operating as Laserfiche and its affiliates (“Laserfiche”, “we”, “us”, “our”) respect your privacy and understand that you care about how your personal information is collected and used. This Privacy Notice (“Notice”) describes the types of personal information that we process about you, how we use it, how we disclose it, your rights and choices, and how you can contact us about our privacy practices. This Notice applies to our processing of personal information in connection with the delivery of our website at <https://www.laserfiche.com/> (the “Site”), and all products and services (including its content and functionality) offered by Laserfiche (collectively, our “Services”). We are committed to taking appropriate steps to help protect the privacy of visitors to our Site or users of our Services.

Some data protection laws make a distinction between organizations that process personal data for their own purposes (known as “controllers” or “businesses”) and organizations that process personal data on behalf of other organizations (known as “processors” or “service providers”). Laserfiche may act as either a controller/business or a processor/service provider in respect of your personal data, depending on the circumstances.

Laserfiche is the controller with respect to information you provide through the Site and is located at the address in the section entitled “[Contact Us](#)” below.

Sometimes Laserfiche operates as a processor or service provider on behalf of a customer (a separate legal entity), which is the data controller or business. For example, Laserfiche provides cloud services to its customers and may process personal data on each customer’s behalf to provide those services. This Notice does not describe the processing of such data. We invite you to visit the applicable customer’s privacy notice for information about their privacy practices. Any questions that you may have relating to such personal data and your rights under data protection law should be directed to the customer as the controller or business, not to Laserfiche.

For personal data transferred from the United Kingdom, the European Union, and Switzerland, we will provide appropriate safeguards, such as through use of standard contractual clauses. For more information, please see our “[International Data Transfers](#)” heading below.

You may also have additional rights based upon your jurisdiction. For more information, please see the relevant jurisdiction headings at the end of this Notice or please click on the links for your jurisdiction listed below:

- [California](#)
- [Nevada](#)
- [Virginia](#)
- [European Economic Area, Switzerland, or United Kingdom](#)

Information We Collect

When you visit or use the Site and/or Services, we collect and retain information that you, as a customer or potential customer, provide through the Site or Services, as well as information that is automatically or passively collected from you, your device, or your browser.

Information You Provide to Us

We collect information that you provide directly to us. For example, when you manage your user profile, participate in interactive features (such as the [Contact Us](#) page), request newsletters or other marketing communications, request customer support, provide other information in connection with a job opening, enter login information, or otherwise communicate with us.

The types of information we may collect includes:

- Contact and profile information, including your name, email address, company information, postal address (including zip or postal code), and telephone number.
- Account and log-in information, including your username, password, login details, and transaction details.
- Billing information, including your payment instrument number (e.g., credit card or debit card number), expiration date, security code as necessary to process any payments, and transaction details (if applicable).
- Correspondence, for example, reporting a problem or submitting queries, concerns or comments regarding the Site or its content.
- Job application information, including your resume and related data as necessary to consider you for a job opening if you submit an application to us, including your employment history, transcript, writing samples, and references.
- Any other content or information you choose to provide, including photos you may upload.

If you post information on the Site, including on a bulletin board, in a chat room, or community forum, it becomes generally available to the public. Laserfiche does not control or limit the use by visitors of the Site. By posting information on the Site, you understand that Laserfiche may use the information in connection with its business. Therefore, you should not post any information you consider private or sensitive.

Information We May Collect Automatically

We automatically collect information for business and commercial purposes about your device and how your device interacts with our Site and the Services. We may use Service Providers (as defined below) to collect this information. Some examples of information we automatically collect include the following:

- Information about your visits to the Site and use of the Services, the resources you access, any data you download, and information related to the ways in which you interact with the Site or the Services.
- IP addresses, including the general information in such address, such as city, state and zip or postal code, your device's regional settings, unique device identifiers, other information about your mobile phone or other mobile device(s), browser types, and browser language.
- Referral pages and links, URLs, number of clicks, pages viewed, how long you're on a page, your search queries, and results.
- Information about your device, computer and/or browser you use, as well as the device's operating system, such as device hardware model, operating system version, or mobile network information.
- Non-precise location data, including your device's location derived from an IP address or data that indicates a city or zip or postal code.

We use various technologies to collect this information ("Tracking Technologies"), as further discussed below under the ["Cookies and](#)

[Other Tracking Technologies And Choices Regarding the Same](#)” heading.

Information We Collect from Customers

We provide products and services for our customers and collect and process information about individuals (including through Tracking Technologies) at the direction of and on behalf of our customers (“Customer Data”). Customer Data has historically included contact data, demographic data, content, service use data, device connectivity and configuration data, and non-precise location data, among other information. Our processing of Customer Data is governed by the terms of our Cloud Subscription Agreement with each customer. To the extent we combine Customer Data with information we have collected about you through the Site, we will treat the combined information in accordance with the practices described in this Notice, plus any additional restrictions imposed by our customers. We are not responsible for how our customers treat the information we collect on their behalf as a processor or service provider, and we recommend you review each customer’s own privacy notice. For more information on your rights and choices regarding Customer Data, please see the [“Your Privacy Rights”](#) heading below.

Information We Collect From Other Sources

We may obtain information from other third-party sources that we combine with information collected through the Site. These third-party sources vary over time, but include:

- Data brokers from which we purchase demographic data to supplement the data we collect.
- Social networks when you reference our Service or grant permission to Laserfiche to access your data on one or more of these social networks.
- Partners with which we offer co-branded services, sell or distribute our products, or engage in joint marketing activities.
- Publicly available sources, such as open government databases or other data in the public domain.

For example, if you log into a social media website through our Site, we may have access to certain information from that website, in accordance with the procedures and practices of that social media website. You should carefully review the privacy policies and terms of use of these third parties.

How Laserfiche Uses and Discloses the Information We Collect

Use of Information Collected

Laserfiche collects and uses the information you provide in connection with our Site and Services for a variety of purposes, in accordance with the practices described in this Notice, which may include:

- **Providing our Services to you:** We use your information to operate and manage our Site and Services, including your registration process and user account.
- **Improving and developing our Services and Site:** We may use your information to understand how you use our products, Services, and Site, and how we can improve them, and to obtain insight and analysis. For example, the information collected may assist with customer service improvements and technical improvements to our products.
- **Providing customer and user support:** We may use your information to troubleshoot and diagnose product problems, provide support or technical assistance, investigate security incidents, and to perform services requested by you, such as to respond to your comments, questions, and requests.
- **Sending marketing communications:** Depending on your marketing choices, we may use your information to keep you informed about Laserfiche and our software and Services and promote certain Services and features that you may be interested in, such as communications about third-party products, updates, special offers, promotions, rewards, and events. We may also contact you for market research and to survey your satisfaction with Laserfiche software and Services, encourage you to participate in our user groups, and invite you to

events that may be of interest, including trainings, webinars, and conferences.

- **Sending administrative communications:** We may use your information to send you technical notices, updates, security alerts, information regarding changes to our policies, and other support and administrative messages regarding your account with us.
- **Securing our Services:** We may use your information for maintaining the safety and security of our Services, investigating suspicious activity, detecting, and preventing fraudulent or unauthorized use of the Services, and identifying and troubleshooting any problem.
- **Complying with our legal obligations:** We may process your information in order to cooperate with public and government authorities, courts, or regulators, including to comply with legal orders or judicial proceedings, or to respond to lawful requests and otherwise comply with our legal, regulatory and reporting obligations under applicable laws. Additionally, we may process your information, to protect, defend or exercise our legal rights and to ensure the continuity and integrity of our Services, including where we seek to pursue remedies available to us and or in order to limit damages. We will make reasonable efforts to notify our customers and users of any disclosure of their information, unless we are prohibited by law, court order, or exigent circumstances prevent us from doing so.
- **Statistics and analysis:** We may aggregate and anonymize your information in such a way as to prevent the information from being reassociated or identified with an account, user, or individual. We may use aggregated and anonymized information for a variety of statistical and analytical purposes, which may entail providing this information to an agent acting on Laserfiche's behalf to assist in data analytics.

We also use information about you for the following purposes:

- Serve personalized advertising tailored to your interests on our Site and/or Service, and third-party Services (where applicable),

to the extent it is necessary for our legitimate interest in advertising our Site and Services, or where necessary, to the extent you have provided your prior consent.

- Fulfill any purpose at your direction.
- With your consent, fulfill any other purpose disclosed to you.

For more information about how we use and disclose your information for personalized advertising, please see the “[Cookies, Other Tracking Technologies, Interest-Based Advertising, and Choices Regarding the Same](#)” heading below.

We may use publicly available information (as that term is defined by applicable law) or information that does not identify you (including information that has been de-identified or aggregated, as those terms are defined by applicable law), for any purpose without obligation to you except as prohibited by applicable law.

Disclosure of Information Collected

Laserfiche will disclose information we have collected about you in accordance with the practices described in this Notice. The types of persons to whom we disclose information includes, but are not limited to, the following:

Disclosing to Service Providers

We will occasionally hire service providers or contract with third-party consultants to provide limited services on our behalf. Laserfiche will only provide those service providers and other third-party consultants the information they need to deliver services, and, to the extent required by law. They are prohibited from using that information for any other purpose. We may permit these service providers or third-party consultants to use publicly available information (as that term is defined by applicable law) or information that does not identify you (including information that has been de-identified or aggregated, as those terms are defined by applicable law) to the extent permitted by applicable law.

Disclosing to Others

We also disclose information about you to the following categories of recipients:

- **Affiliates:** We may disclose your information to our affiliated and related entities including our subsidiaries. For example, we may disclose your information to our affiliates for customer support, marketing, and technical operations.
- **Customers:** We may disclose your information to our customers in connection with us processing your information on their behalf. For example, we may disclose your information to our customers in order to facilitate your orders, maintain and administer your online accounts, respond to your questions and comments, comply with your requests, market, and advertise to you, and otherwise comply with applicable law.
- **Business Partners:** We may disclose your information to our business partners in connection with offering you co-branded services, selling, or distributing our products, or engaging in joint marketing activities. For example, we may disclose information about you to a retailer for purposes of providing you with product support. We may also disclose your information to approved third parties for marketing purposes; this may include our authorized resellers, user group training partners, and cloud solution providers.
- **Promotions:** Our promotions may be jointly sponsored or offered by third parties. If you voluntarily choose to enter a promotion, we may disclose your information to third parties as set forth in the official rules that govern the promotion as well as for administrative purposes and as required by law (e.g., on a winners list). By entering any such promotion, you agree to the official rules that govern that promotion, and may, except where prohibited by applicable law, allow the sponsor and/or other third parties to use your name, voice and/or likeness in advertising or marketing materials.
- **User Group, Training, and Events:** Our events may be jointly sponsored or offered by third parties. If you voluntarily sign-up

for an event through Laserfiche, we may disclose your contact details or information that you provide to the sponsor, facility, or any other organization who we schedule you to meet with at that event in order to fulfill your event registration and/or inform you of future events organized by the sponsor, which we believe you may be interested in.

- **Tracking Technologies:** Some information about your use of the Site and Services and certain third-party services may be collected using Tracking Technologies across time and services and used by us and third parties for business and/or commercial purposes such as to associate different devices you use, and deliver relevant ads and/or other content to you on the Site, Services, and certain third-party services, as explained further under the “Cookies and Other Tracking Technologies And Choices Regarding the Same” heading.
- **Third Parties:** We may disclose your information to third parties for the purposes of facilitating your requests (such as when you choose to disclose information with a social network about your activities on the Site or Services) and in connection with tailoring advertisements, measuring, and improving our Service and advertising effectiveness, and enabling other enhancements, subject to your preferences (where applicable).
- **Consent or another lawful purpose:** We may disclose your information for any other lawful purpose and/or with notice to you and with your consent.

We will disclose your information to respond to duly authorized requests from governmental authorities as required by law, or in circumstances in which we believe disclosure is necessary or reasonably appropriate to protect the rights, property, or safety of us or others. Please note that Laserfiche is required to disclose personal information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

Laserfiche also discloses your personal information when: (a) we are required to do so by law, regulation, warrant, subpoena or court order, (b) we are required in urgent circumstances to protect the personal

safety of Laserfiche employees, users of Laserfiche products or services, or members of the public, (c) it is necessary to enforce our Terms of Use, or to exercise, establish or defend our legal rights, or (d) such disclosure may be part of a sale of all (or substantially all) of the assets of Laserfiche or an affiliated entity where customer information might be included among the transferred assets.

Disclosing to third party websites Some of the hyperlinks on our Site may lead to third-party services that are not controlled by or affiliated with Laserfiche. These links are provided solely as a convenience to you and not as an endorsement by Laserfiche of the content on such third-party services. Third-party services are subject to the terms of use and privacy policies of each applicable third-party entity, including what information they disclose with us, your rights and choices on their services and devices, and whether they store information in the U.S. or elsewhere. For example, Office Online is a Microsoft service and use of Office Online is subject to Microsoft's terms of use and privacy policy. Laserfiche is not responsible for and does not endorse, guarantee or monitor the content, availability, viewpoints, products or services that are offered or expressed through any third-party services and does not make any representations or warranties regarding the content or accuracy of any content on these third-party websites, including third-party privacy policies. We encourage you to familiarize yourself with and consult each applicable third-party entity's terms of use and privacy policies.

Without limiting the foregoing, in our sole discretion, we may disclose aggregated information which does not identify you or de-identified information (as those terms are defined under applicable law) about you with third parties or affiliates for any legitimate business purpose or with your consent, except as prohibited by applicable law.

How We Respond to Do Not Track Signals

Do-Not-Track ("DNT") is a preference that can be set in your browser to notify websites you visit that you do not want them to collect certain information about you. Laserfiche does not respond to DNT signals at this time and will not do so unless and until the law is interpreted to require such response. As discussed in this Notice, we and third

parties may track your visits to our Site or use of our Services for purposes such as to provide Interest-based Advertising. Please note that if you are a California resident, you may exercise your right to opt-out of the sale or sharing through preference signals. Please visit the section below entitled [“California Privacy Rights”](#) for more details.

Cookies, Other Tracking Technologies, Interest-Based Advertising, And Choices Regarding the Same

Information We Collect from Customers

We provide products and services for our customers, and collect and process information about individuals (including through Tracking Technologies) for business purposes at the direction of our customers (“Customer Data”). Customer Data has historically included contact data, demographic data, content, service use data, device connectivity and configuration data, and location data, among other information. Our processing of Customer Data is governed by the terms of our Cloud Service Agreements with our customers. To the extent we combine Customer Data with information we have collected about you through the Site, we will treat the combined information in accordance with the practices described in this Privacy Notice, plus any additional restrictions imposed by our customers. We are not responsible for how our customers treat the information we collect on their behalf, and we recommend you review their own privacy policies.

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Bulletin Boards and Chat Rooms

Occasionally, portions of the Site may allow you to post information that other visitors to the Site will be able to access (i.e., a “bulletin board” or interactive “chat”). If you choose to post information on a bulletin board or through a chat session, it becomes available to the public, and Laserfiche has no ability to control or limit the use of information that is available to the public. Laserfiche and its affiliates will utilize any information you post through the Site in connection with the operation of its business. Laserfiche encourages you not to post any information you consider private or sensitive on the Site. To request removal of your information from such bulletin boards or chat sessions, please contact us using the contact details provided under the “[Contact Us](#)” heading below. In some cases, we may not be able to remove your information, in which case we will let you know if we are unable to and why.

Your Privacy Rights

Jurisdictional Rights

California consumers, Nevada consumers, Virginia consumers, and data subjects in the European Economic Area, Switzerland or United Kingdom may have additional rights as set forth in the sections entitled “[California Privacy Rights](#),” “[Nevada Privacy Rights](#),” “[Virginia Privacy Rights](#),” and “[European Privacy Rights](#)” below. For more information about choices regarding Tracking Technologies, see the section on “[Cookies and Other Tracking Technologies and Choices Regarding the Same](#)” above.

Your information may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country. Please see the “[International Data Transfers](#)” section below for more information.

Marketing Communications

- If you supply Laserfiche with your postal address online, you may receive periodic mailings from us with information on new products and Services, or upcoming events.
- If you supply us with your telephone number online, you may receive telephone calls from us with information regarding orders and/or requests you have placed online – such as a software demonstration request or general business inquiry.
- If you supply us with your email address, then in accordance with your marketing choices, you may receive email messages for marketing purposes, such as providing information on new products and Services, or upcoming events. We may track when you open our email messages or click on the links contained within them.

You have the right to opt-out of marketing communications from us at any time. You can exercise this right by clicking on the “unsubscribe” or “opt-out” link in the marketing emails we send you, or by emailing us at the email address set forth in the section entitled [Contact Us](#) below with the word UNSUBSCRIBE in the subject field of your email. Please note that you cannot opt-out of non-promotional emails, such as those about your account, transactions, servicing, or Laserfiche’s ongoing business relations.

You can also opt out of receiving calls to your phone number at any time by requesting to opt-out during any call you receive from us or contacting us as set out in the “[Contact Us](#)” heading below and specifying you would like to opt-out of calls.

To opt-out of other forms of marketing (such as postal marketing or telemarketing), please contact us using the contact details under the [Contact Us](#) heading below.

Security Measures

We have implemented and maintain reasonable industry standard controls, intrusion detection network monitoring, and reasonable security measures designed to protect the personal information that you submit through the Services and Site. These measures include physical access controls, access authorization controls, and firewalls.

We also periodically review our information collection, storage, and processing practices to help prevent loss, misuse, unauthorized access, alteration, or other destruction of information we collect. When accessing secure sections of the Site, we use Transport Layer Security (TLS) encryption to secure the communication of information passing between your browser and our servers. Additionally, only authorized administrators, Laserfiche employees and third-party contractors have access to systems containing such information.

Although we take reasonable security measures to protect your information, we cannot guarantee the security of your personal information transmitted to the Site. The transmission of information via the internet is never 100% secure, and we cannot ensure or warrant the security of any information you transmit to us. We are not responsible for circumvention of any privacy settings or security measures contained on the Site.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of the Site, products, or Services, you are responsible for keeping this password confidential. Please do not share your password with anyone.

International Data Transfers

Laserfiche is headquartered in the United States. Our data centers for Services are located in the United States, Canada, and Ireland. Our affiliated subsidiaries, third-party service providers, and partners operate around the world. This means that when we collect your personal information, we may process it in any of these jurisdictions. The laws governing our processing of personal information in such jurisdictions may differ from those in the jurisdictions in which you are located. Regardless of where your personal information is processed, we will treat all personal information in accordance with applicable data protection laws and this Notice.

If you are located in the EEA, United Kingdom or Switzerland, we will protect your personal information when it is transferred outside of such locations by processing it in a country that provides an adequate level

of protection ([click here](#) for a list of countries deemed adequate by the European Commission) or by implementing appropriate safeguards to protect your personal information, including through the use of standard contractual clauses or another lawful transfer mechanisms approved by the European Commission and/or the United Kingdom or Swiss authorities (as applicable). For more information about the lawful transfer mechanisms we rely on, please contact us using the contact details under “[How to Contact Us](#)” within the “[European Economic Area, Switzerland, and United Kingdom](#)” section below. Laserfiche complies with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal data transferred from the European Union and Switzerland to the United States. Laserfiche has certified to the Department of Commerce that it adheres to the Privacy Shield Principles (“**Principles**”). If there is any conflict between the terms in this Notice and the Principles, the Principles shall govern personal data processed in reliance on Privacy Shield. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>. Laserfiche has implemented appropriate safeguards to comply with the judgment issued by the Court of Justice of the European Union on July 16, 2020 (“**Schrems II decision**”) declaring the EU-U.S. Privacy Shield Framework as invalid.

Laserfiche’s responsibility for personal data it receives in reliance on Privacy Shield and subsequent transfers of that personal data to third parties is detailed in the Principles. Where Laserfiche relies on the Principles for onward transfers from the EU and Switzerland, including the onward transfer liability provisions, Laserfiche remains responsible under the Principles for third-party agents processing personal data on its behalf.

With respect to personal data received or transferred pursuant to Privacy Shield, we are subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, we may be required to disclose personal data in response to lawful requests

by public authorities, including to meet national security or law enforcement requirements.

Laserfiche commits to resolving complaints about your privacy and our collection and use of your personal data in reliance on Privacy Shield within 45 days of receiving your complaint. Individuals with questions or complaints regarding this Notice should first submit inquiries by contacting us using the contact details provided under the “[Contact Us](#)” heading below. Laserfiche has further committed to refer unresolved complaints regarding personal data transferred in reliance on Privacy Shield to the American Arbitration Association, an alternative dispute resolution provider located in the United States. If you do not receive timely acknowledgment of your complaint from us, or if we have not resolved your complaint, please contact, or visit the American Arbitration Association for more information or to file a complaint. When filing by mail or email, please complete the appropriate Privacy Shield Program Notice of Arbitration Form located in the link below and forward to the International Centre for Dispute Resolution.

International Centre for Dispute Resolution Case Filing Services
1101 Laurel Oak Road, Suite 100
Voorhees, NJ 08043
United States
Phone: [+1.212.484.4181](tel:+12124844181)
Email box: casefiling@adr.org

For any questions or for further information about this program, the ICDR’s International Arbitration Rules, or with additional language versions of the ICDR’s International Arbitration Rules, please contact the International Centre for Dispute Resolution at [+1.212.484.418](tel:+12124844181) or by visiting the website <http://go.adr.org/privacyshield.html>. The services of the American Arbitration Association are provided at no cost to you.

Under certain limited circumstances, data subjects, as defined by the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, of the European Union, may invoke binding

Privacy Shield arbitration as a last resort if all other forms of dispute resolution have been unsuccessful. To learn more about this method of resolution and its availability to you, please

visit <https://www.privacyshield.gov/>.

Privacy of Children

The Site and Services are intended for a general audience and not directed to children under sixteen (16) years of age. We do not market products or services to children, and we do not knowingly collect personal information from children any time, including as defined by the U.S. Children's Privacy Protection Act ("**COPPA**").

If you are under the age of 16, please do not provide personal information of any kind whatsoever and please do not use Laserfiche Site and Services or participate in Laserfiche's surveys, contests, events, and other promotions. If you are a parent or guardian and believe Laserfiche has collected such information without parental consent, please contact us as set below in the section entitled [Contact Us](#)" below and we will remove such data to the extent required by COPPA or other applicable law.

Data Retention

We retain personal information we collect from you where we have an ongoing legitimate business need to do so. For example, to provide you with a service you have requested or to comply with applicable legal, tax or accounting requirements.

Privacy Notice Changes

Laserfiche may change this Notice from time to time, at Laserfiche's sole discretion. When we update our Notice, we take appropriate measures to inform you, consistent with the significance of the changes we make. If the changes are material, we will notify you or offer you choice if and to the extent this is required by applicable data protection laws. You can see when this Notice was last updated by checking the "effective" date displayed at the top of this Notice. Laserfiche recommends that you review this Notice regularly for any revisions. Your continued use of the Site or Services after such revisions will constitute your acknowledgement of the amended Notice.

Contact Us

If you have any concerns or questions about the information provided in this Notice, or want to exercise your data protection rights, please contact us using the following details:

By mail:

Compulink Management Center, Inc. d/b/a Laserfiche
ATTN: Data Protection Officer
3443 Long Beach Blvd.
Long Beach, CA 90807
USA

By email: notices@laserfiche.com