

thebigword GMS® Privacy Policy

1. Definitions and Interpretation

1.1 The definitions in thebigword GMS® Licence and Terms and Conditions shall (as appropriate) apply to this Privacy Policy as if they were recited therein.

2 Privacy

We are committed to your privacy. This Privacy Policy applies to any data collected through your use of the Services including through administration of the thebigword GMS® by Manager User, your Branch Admin or Admin or through configuration or administration performed on your behalf by us.

3 Customer Data

3.1 Customer Data does not include Administrator Data, Payment Data, or Support Data, as defined below.

3.2 We only use Customer Data to provide the Services. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Services and the improvement of features which affect Authorised User's use of the Services.

3.3. The parties should adhere to data protection legislation at all times.

4. Confidentiality

4.1 Each party may be given access to information that is proprietary or confidential and is clearly identified as such or may be assumed to be confidential ("Confidential Information") from the other party in order to perform its obligations under thebigword GMS® Licence and Terms and Conditions and/or this Privacy Policy. A party's Confidential Information shall not be deemed to include information that:

(a) is or becomes publicly known other than through any act or omission of the receiving party; or

(b) was in the other party's lawful possession before the disclosure; or

(c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

(d) is independently developed by the receiving party, which independent development can be shown by written evidence; or

(e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

4.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of thebigword GMS® Licence and Terms and Conditions and/or this Privacy Policy.

4.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Privacy Policy.

4.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

4.5 You acknowledge that the results of any performance tests of thebigword GMS® and the Software Services constitute our Confidential Information.

4.6 We acknowledge that Customer Data and/or Customer Resources is your Confidential Information.

4.7 This clause 4 shall survive termination of this agreement, however arising.

5. Administrator Data

5.1 Administrator Data is information about Manager User, your Branch Admin or Admin. provided during sign-up, purchase, or administration of the Services. This may include organisation name, name, address, phone number, and email address, whether collected at first use of the Services or later during management of the Services.

5.2 Administrator Data is used to complete the transactions you request, administer your account, improve the Services, as well as to detect and prevent fraud.

5.3 We may contact you to provide information about new subscriptions, billing and other important updates about the Services, including security or other technical matters. We may also contact you regarding third-party inquiries we receive regarding your use of the Services. You will not be able to unsubscribe from these communications. Subject to your contact preferences, we may also contact you regarding information and offers about our other products and services, or to request your feedback about the Services.

6. Payment Data

6.1 Payment Data is the information that you provide when making an online purchase through the Services. This may include your name, billing address, your payment instrument number (e.g., credit card), the security code associated with your payment instrument (e.g., the CSV) and other financial data.

6.2 Payment Data is used to complete transactions, as well as to detect and prevent fraud. In support of these uses, we may share your Payment Data with banks and other entities that process payment transactions or other financial services including for fraud prevention.

6.3 We utilises a third-party payment gateway and does not store your payment data. We do, however, retain an account ID which is associated with your Payment Data in order to provide an enhanced user experience. For your security and integrity our payment gateway provider is bound by a professional code of conduct and privacy policy and has been verified as being Payment Card Industry Data Security

Standard v2.0 (PCI DSS) compliant. [Click here](#) to view their PCI Certification.

7. Support Data

7.1 Support Data is the information we collect when you submit a support request including information about your hardware, software, and other details related to the support incident.

7.2 Support may be provided through logging of a helpdesk ticket through our support website <https://support.thebigword.com/>, by telephone, e-mail, or online chat. Phone conversations, or online chat sessions with support professionals may be recorded and/or monitored. We will use Support Data in the same manner as we use your other information, as described in this Privacy Policy. Additionally, we may use it to resolve your support issue or for training purposes.

7.3 Your personal information may be shared with our third party helpdesk/incident log application provider solely for the purposes of providing support. Our provider does not harvest, mine or share your data with any third parties.

8. Loss of Damage to Customer Data or Customer Resources

8.1 In the event of any loss or damage to Customer Data or Customer Resources, we shall use reasonable commercial efforts to restore the lost or damaged Customer Data/Customer Resources from the latest back-up of such Customer Data/Customer Resources maintained by us. This shall be your sole and exclusive remedy.

8.2 We shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data or Customer Resources caused by any third party (except those third parties sub-contracted by us to perform services related to Customer Data maintenance and back-up).

9. Cookies & Similar Technologies

9.1 The Services use "cookies," small text files placed on a device's storage media by a web server. Most web browsers automatically accept cookies, however, you have the option of modifying your browser settings to block or limit the use of cookies.

9.2 The Services may use cookies and similar technologies, such as web beacons, for the following purposes:

- (a) Sign-in, authentication and redirection to associated Services
- (b) Session state and authenticity
- (c) Storing users' preferences and settings
- (d) Site analytics

10. Sharing Your Information

10.1 We will not disclose Customer Data, Customer Resources, Administrator Data or Payment Data outside of thebigword Group Plc or its controlled subsidiaries and affiliates except as you direct, and as described in this Privacy Policy.

10.2 We occasionally contract with other companies to provide services (such as customer support) on our behalf. We may provide these companies with access to your information where necessary for their engagement. These companies are required to maintain the confidentiality of your information and are prohibited from using it for any purpose other than that for which they are engaged by us.

10.3 We will not disclose Customer Data or Customer Resources, Administrator Data or Payment Data to a third party (including law enforcement, other government entity, or civil litigant; excluding our subcontractors) except as you direct or unless required by law. Should a third party contact us with a request for Customer Data, we will attempt to redirect the third party to request the data directly from you. As part of that process, we may provide your contact information to the third party. If compelled to disclose Customer Data or Customer Resources to a third party, we will use commercially reasonable efforts to notify you in advance of a disclosure unless legally prohibited.

10.4 We may share Administrator Data or Payment Data with third parties for purposes of fraud prevention or to process payment transactions, as described in this Privacy Policy.

11. Security

11.1 If we become aware of any unlawful access ("Security Incident") to any Customer Data or Customer Resources stored on our equipment or in our facilities, or unauthorised access to such equipment or facilities resulting in loss, disclosure, or alteration of Customer Data or Customer Resources we will: (a) notify you of the Security Incident; (b) investigate the Security Incident and provide you with information about the Security Incident; and (c) take reasonable steps to mitigate the effects and to minimise any damage resulting from the Security Incident.

11.2 You agree that:

- (a) An unsuccessful Security Incident is one that results in no unauthorised access to Customer Data or to any of our equipment or facilities storing Customer Data or Customer Resources.
- (b) This may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers) or similar incidents.
- (c) Our obligation to report or respond to a Security Incident under this Clause 11 is not and will not be construed as an acknowledgement by us of any fault or liability with respect to the Security Incident.
- (d) Notification of a Security Incident, if any, will be delivered to one or more of your administrators by any means we select, including via email. It is your sole responsibility to ensure your administrators maintain accurate contact information on thebigword GMS® Services Portal at all times.

12. Data Location

Customer Data or Customer Resources may be transferred to, stored and processed in the United Kingdom, United States or any other country where thebigword Group Plc or its affiliates, subsidiaries, service providers, or freelance linguists maintain facilities.

By accepting thebigword GMS® Licence and Terms and Conditions you also agree to this Privacy Policy and that this is a legal agreement between us.

If you are using thebigword GMS® on behalf of a company or other legal entity you represent that you have the authority to bind such entity to this Privacy Policy