

# Privacy Policy

Last modified: 28 August, 2024 - This Privacy Policy is effective as of the "last modified" date. By continuing to use the Services, you acknowledge acceptance of these changes. Prior versions of this policy can be found [here](#).

Changes: Changed HQ address and phone number.

This is a supplement to the [Digital Samba Customer Agreement](#) (the "**Agreement**") and is thereby included in the Agreement. Any capitalised terms used but not defined below derive their meanings from the Agreement.

## 1. What this Privacy Policy covers

We are committed to safeguarding your personal information in accordance with the stringent regulations laid out by the General Data Protection Regulation (GDPR). We have taken comprehensive measures to ensure the protection and confidentiality of your data, and we want to make it unequivocally clear that we will never engage in the sale or monetisation of your personal information. Your trust is invaluable to us, and we are dedicated to providing you with a safe and transparent experience while using our services.

This Privacy Policy outlines our unwavering commitment to your privacy and the steps we take to uphold it. In what follows, we aim to explain what information about you is collected, used and shared by Digital Samba SL and its related entities ("**Digital Samba**", "we", "us", "our"). You will learn:

- [What information we collect about you](#)
- [How we process information we collect and legal bases](#)
- [How we share information we collect](#)
- [How we store and secure information we collect](#)
- [How to access and control your information](#)
- [How we transfer information we collect internationally](#)
- [Other important privacy information](#)

This policy covers the information we collect about you when you use our products or services, or otherwise interact with us (e.g. by attending our webinars or events), unless a different policy is displayed. We offer a range of products, including cloud and server products. Collectively, we refer to all our products, services and websites as "**Services**" in this policy.

The product offered at [dashboard.digitalsamba.com](https://dashboard.digitalsamba.com) is referred to as the "**Embedded**" product in this policy, and the product offered at [app.digitalsamba.com](https://app.digitalsamba.com) is referred to as the "**Samba Live**" product in this policy (collectively, the "**Products**"). This distinction is important because the Embedded product focuses on keeping user data within European borders. You may be an

administrator of the Products, or you may simply be an end user participating in online meetings, lectures, webinars, or similar collaborative events ("**Sessions**" or "**Session**").

All Services that are not the Products are referred to as our "**Websites**" in this policy.

This policy explains your choices about how we use information about you when you use the Websites and the Products. Your choices include how you can object to certain uses of information about you and how you can access and update certain information about you. **If you do not agree with this policy, do not access or use our Services or interact with any other aspect of our business.**

Where we provide the Services under contract with an organisation (e.g. your employer) that organisation controls the information processed by the Services. For more information, please see section 8.1 ("[Notice to End Users](#)") below.

## 2. What information we collect about you

We collect information about you when you provide it to us, when you use our Services, and when other sources provide it to us, as further described below.

### 2.1. Information you provide to us

This section covers information that you provide to us through direct interaction with us.

**2.1.1. Via our Websites.** When you use our Websites, you have the option to interact with us or submit information to us via forms and other data input mechanisms. Below we list the data that you could potentially provide. A form may contain required fields, but not all fields will always be required in order to submit the form. At times, a form will be created for a specific purpose (e.g. a one-time online event) and will therefore contain input fields that may not be listed here.

- **Contact forms**  
*first name, last name, email address, company name, position, telephone number, message subject, message details.*
- **Subscription forms** (newsletters, blog posts, product release updates)  
*email address.*
- **Live chat**  
*first name, last name, email address, company name, position, phone number, chat messages, uploaded files.*
- **Account registration form**  
*email address, chosen password.*
- **Purchase order form** (may also be sent manually as a PDF via email)  
*first name, last name, email address, company name, phone number, product selection, billing address (street, city, postal code, country), payment details (credit card number, expiration date, card verification code).*

- **Event registration forms** (seminars, workshops, other optional events)  
*first name, last name, email address, company name, position, telephone number, other event-specific details.*
- **Content download forms** (e-books, whitepapers, other optional content)  
*first name, last name, email address, company name, position, telephone number, other content-specific details.*
- **Support ticket form**  
*first name, last name, email address, company name, message type, message subject, message details, uploaded files.*
- **Telephone calls**  
*any details you provide during a phone call with our support or sales agents, calls may be recorded for quality assurance (with your consent).*
- **Website search field**  
*search terms.*

The above data is provided by you with explicit consent from you according to Article 6 (1)(a) of GDPR, with the exception of the website search terms, which are processed according to Article 6 (1)(b) of GDPR (required to perform the service).

**2.1.2. Via our Embedded product.** When you use the Embedded product, you have the option to submit the following information to us. Not all of this data is required to use the product, and you may choose to submit information voluntarily.

- **Profile information**  
*first name, last name, email address, job title, phone number, company name, industry, location.*
- **Team settings**  
*team name, email addresses of team members, subdomain, custom CNAME, custom user role data (name, identifier, description), room data (name, description, language), branding (logo, colours, custom text), custom consent text and links, webhooks (URL, description, authorisation header).*
- **Session participation information**  
*user name, microphone audio, camera video, screen sharing, whiteboard content, chat messages, uploaded content (images, files, URLs), poll content and responses, Q&A content and responses, reactions, language, live-streamed content, recorded content.*

The above data is provided by you and collected by us to provide a functional product. The collection of this data is therefore necessary for the performance of the contract with you according to Article 6 (1)(b) of GDPR.

**2.1.3. Via our Samba Live product.** When you use the Samba Live product, you have the option to submit the following information to us. Not all of this data is required to use the product, and you may choose to submit information voluntarily.

- **Profile information**  
*first name, last name, email address, username, profile photo, address (street, city, postal code, country), date of birth, time zone, language, company name, industry, VAT ID.*
- **Account information**  
*custom room link, account password, branding details (logo images, redirect URLs, background images, colours, Javascript code, custom platform URL, etc), account settings (various settings for default state, permissions, etc).*
- **Address book information**  
*contact details (first name, last name, email address, contact image, company name, industry, full address, job title, phone number, website URL, social media handles, VAT ID).*
- **Session administration information**  
*Session title, Session description, start time/date, duration, friendly Session URL, Session password, time zone, Session settings (calendar file, agenda, participant names, participant email addresses, CSV files with participants, Session access settings, default media settings, UI layout settings, event registration form settings).*
- **Session participation information**  
*user name, microphone audio, camera video, screen sharing, whiteboard content, chat messages, shared notes, uploaded content (images, files, URLs), poll content and responses, Q&A content and responses, reactions, language, live-streamed content, recorded content.*

The above data is provided by you and collected by us to provide a functional product. The collection of this data is therefore necessary for the performance of the contract with you according to Article 6 (1)(b) of GDPR.

## 2.2. Information we collect when you use the Services

This section covers information that we collect about you as you use the Services.

**2.2.1. When you use our Websites.** When you use our Websites, we collect the following data related to your interactions with the Websites.

- **Device and connection information**  
*device type (computer or mobile), operating system name and version, browser name and version, IP address (to infer general location at a city or country level), URLs of referring pages, telephone number used to dial into the Services.*
- **Cookies and other tracking technologies**  
*We use cookies and tracking technologies to provide functionality and to recognise you across the Services. For more information, please see our [Cookies & Tracking Notice](#), which includes information on how to control or opt out of these cookies and tracking technologies.*

With the exception of optional cookies (which are collected with explicit consent from you according to Article 6 (1)(a) of GDPR), the above data is collected by us to provide a functional product according to Article 6 (1)(b) of GDPR.

**2.2.2. When you use our Embedded product.** When you use the Embedded product, we collect the following data related to your interactions with the product. The collection of data depends on the features you use.

- **Device and connection information**  
*device type (computer or mobile), camera and microphone names (upon consent), operating system name and version, browser name and version, IP address (to infer general location at a city or country level), performance data, error data, crash data.*
- **Your use of the product**  
*user ID, metadata of uploaded files, Session join data and time, time spent in Sessions, features used, user ID's of other Session participants, time spent broadcasting, time spent screen sharing, audio-to-text transcriptions, Session summarisation, sentiment analysis.*
- **Cookies and other tracking technologies**  
*We use cookies and tracking technologies to provide certain product functionality. For more information, please see our [Cookies & Tracking Notice](#), which includes information on how to control or opt out of these cookies and tracking technologies.*

If you use a server version of the Embedded product, server administrators can disable our collection of data via configuration settings or prevent data from being shared with us by blocking transmission at the local network level.

The above data is collected by us to provide a functional product. The collection of this data is therefore necessary for the performance of the contract with you according to Article 6 (1)(b) of GDPR.

**2.2.3. When you use our Samba Live product.** When you use the Samba Live product, we collect the following data related to your interactions with the product. The collection of data depends on the features you use.

- **Device and connection information**  
*device type (computer or mobile), camera and microphone names (after you give permission), operating system name and version, browser name and version, IP address (to infer general location at a city or country level), telephone number used to dial into the Services, performance monitoring, error tracking, crash data.*
- **Your use of the product**  
*user ID, metadata of uploaded files, time spent in Sessions, features used, user ID's and user names of other Session participants, time spent broadcasting, time spent screen sharing.*
- **Cookies and other tracking technologies**  
*We use cookies and tracking technologies to provide certain product functionality. For more*

information, please see our [Cookies & Tracking Notice](#), which includes information on how to control or opt out of these cookies and tracking technologies.

If you use a server version of the Samba Live product, server administrators can disable our collection of data via configuration settings or prevent data from being shared with us by blocking transmission at the local network level.

The above data is collected by us to provide a functional product. The collection of this data is therefore necessary for the performance of the contract with you according to Article 6 (1)(b) of GDPR.

## 2.3. Information we receive from other sources

We receive information about you from other users of the Services, from third-party services, from our related companies, and from our business and channel partners.

**2.3.1. Other users of the Services.** Other users of our Services may provide information about you when they submit content through the Services. For example, you may be mentioned in a Session invitation, in a live Session or in a Session recording. We also receive your email address from other users of the Services when they provide it in order to invite you to the Services. Similarly, an administrator may enter your contact information when they set up an account on your behalf for you to use the Services.

**2.3.2. Other services you link to your account.** We receive information about you when you or your administrator integrate or link a third-party service with our Services. You or your administrator may also integrate our Services with other services you use, such as to allow you to access, store, share and edit certain content from a third-party through our Services. For example, you may authorise our Services to access, display and store files from a third-party document-sharing or video-sharing service within the Services interface. Or you may authorise our Services API to connect with a third-party calendaring service so that your Sessions are available to you through the Services. The information we receive when you link or integrate our Services with a third-party service depends on the settings, permissions and privacy policy controlled by that third-party service. You should always check the privacy settings and notices in these third-party services to understand what data may be disclosed to us or shared with our Services.

**2.3.3. Digital Samba Partners.** We work with a global network of partners who provide consulting, implementation, training, and other services around our products. Some of these partners also help us to market and promote our products, generate leads for us, and resell our products. We receive information from these partners, such as billing information, billing and technical contact information, company name, which of our products you have purchased or may be interested in, evaluation information you have provided, what events you have attended, and what country you are in.

**2.3.4. Other Partners.** We receive information about you and your activities on and off the Services from third-party partners, such as advertising and market research partners who provide

us with information about your interest in and engagement with our Services and online advertisements.

### 3. How we process information we collect and legal bases

How we use the information we collect depends in part on which Services you use, how you use them, and any preferences you have communicated to us. Below are the specific purposes for which we use the information we collect about you.

**3.1. To provide the Services and personalise your experience.** We use information about you to provide the Services to you, including to process transactions with you, authenticate you when you log in, provide customer support, and operate and maintain the Services. For example, we use the name you enter in the Services to identify you to other users of the Services. Our Services also include tailored features that personalise your experience, enhance your productivity, and improve your ability to collaborate effectively with others. When you use multiple Services, we combine information about you and your activities to provide an integrated experience, such as to allow you to find information from one component of the Services while searching from another component of the Services, or to present relevant product information as you travel across our Services.

**3.2. For research and development.** We are always looking for ways to make our Services smarter, faster, more secure, more integrated, and more useful to you. We use collective learnings about how people use our Services and feedback provided directly to us to troubleshoot and to identify trends, usage, activity patterns and areas for integration and improvement of the Services. In some cases, we apply these learnings across our Services to improve and develop similar features or to better integrate the Services you use. We also test and analyse certain new features with some users before rolling the feature out to all users.

**3.3. To communicate with you about the Services.** We use your contact information to send transactional communications via email and within the Services, including confirming your purchases, reminding you of subscription expirations, responding to your comments, questions and requests, providing customer support, and sending you technical notices, updates, security alerts, and administrative messages. We send you email notifications when you or others interact with you on the Services, for example, when you are invited by another user to their Session, we send you an email invitation with instructions on how to join that Session. We also send you communications as you are on-boarded to the Services to help you become more proficient in using the Services. Some of these communications are part of the Services and in those cases you cannot opt out of them. If an opt out is available, you will find that option within the communication itself.

**3.4. To market, promote and drive engagement with the Services.** With your consent, we use your contact information and information about how you use the Services to send promotional communications that may be of specific interest to you, including by email and by displaying our ads on other companies' websites and applications, as well as on platforms like Facebook and Google. These communications are aimed at driving engagement and maximising what you get out of the Services, including information about new features, survey requests, newsletters, and events we think may be of interest to you. We also communicate with you about new product

offers, promotions and contests. You can control whether you receive these communications as described in section 6.1.6 ("Opt out of communications") below.

**3.5. Customer support.** We use your information to resolve technical issues you encounter, to respond to your requests for assistance, to analyse crash information, and to repair and improve the Services.

**3.6. For safety and security.** We use information about you and your use of the Services to verify accounts and activity, to monitor suspicious or fraudulent activity and to identify violations of our terms or policies.

**3.7. To protect our legitimate business interests and legal rights.** Where required by law or where we believe it is necessary to protect our legal rights, interests and the interests of others, we use information about you in connection with legal claims, compliance, regulatory, and audit functions, and disclosures in connection with the acquisition, merger or sale of a business.

**3.8. With your consent.** We use information about you where you have given us consent to do so for a specific purpose not listed above. For example, we may publish testimonials or featured customer stories to promote the Services, with your permission.

**3.9 Legal bases for processing.** According to applicable European Union (EU) laws, we collect and process information about you only where we have legal bases for doing so. The legal bases depend on the Services you use and how you use them. This means we collect and process your information only where:

- We need it to provide you the Services, including to operate the Services, provide customer support and personalised features and to protect the safety and security of the Services- Article 6 (1)(b) of the GDPR
- It satisfies a legitimate interest (which is not overridden by your data protection interests), such as for research and development, to market and promote the Services and to protect our legal rights and interests- Article 6 (1)(f) of the GDPR
- You give us consent to do so for a specific purpose- Article 6 (1)(a) of the GDPR
- We need to process your data to comply with a legal obligation- Article 6 (1)(c) of the GDPR

If you have consented to our use of information about you for a specific purpose, you have the right to change your mind at any time, but this will not affect any processing that has already taken place. Where we are using your information because we or a third party (e.g. your employer) have a legitimate interest to do so, you have the right to object to that use though, in some cases, this may mean no longer using the Services.

## 4. How we share information we collect

We make collaboration tools, and we want them to work well for you. This means sharing information through the Services and with certain third parties. We share information we collect



about you in the ways discussed below, including in connection with possible business transfers, but we are not in the business of selling information about you to advertisers or other third parties.

## 4.1. Sharing with other users of the Services

When you use the Services, we share certain information about you with other users of the Services.

**4.1.1 For collaboration.** You can create content, which may contain information about you, and grant permission to others to see, share, edit, copy and download that content based on settings you or your administrator (if applicable) select. Some of the collaboration features of the Services display some or all of your profile information to other users of the Services when you share or interact with specific content. For example, when you join a Session, we display your name so that other users with access to the Session understand who they are interacting with. When you send a chat message to another user or a group of users in the Session, the recipients will see your name next to the chat message. Similarly, when you message or send invitations to other users, your name and email is displayed as the sender of that message. Please be aware that some aspects of the Services like public pages or event registration pages can be made publicly available, meaning any content posted, including information about you, can be publicly viewed and indexed by and returned in search results of search engines. You can confirm whether certain properties of the Services are publicly visible from within the Services or by contacting the relevant administrator.

**4.1.2. Managed accounts and administrators.** If you register or access the Services using an email address with a domain that is owned by your employer or organisation, and such organisation wishes to establish an account or site, certain information about you including your name, contact info, content and past use of your account may become accessible to that organisation's administrator and other users of the Services sharing the same domain. If you are an administrator for a particular site or group of users within the Services, we may share your contact information with current or past users of the Services, for the purpose of facilitating service-related requests.

**4.1.3. Community Forums.** Our Websites offer publicly accessible blogs, forums, issue trackers, and wikis. You should be aware that any information you provide on our Websites - including profile information associated with the account you use to post the information - may be read, collected, and used by any member of the public who accesses our Websites. Your posts and certain profile information may remain even after you terminate your account. We urge you to consider the sensitivity of any information you input into these Services. To request removal of your information from our publicly accessible Websites, please contact us as provided 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.

## 4.2. Sharing with third parties

We share information with third parties that help us operate, provide, improve, integrate, customise, support and market our Services.

**4.2.1. Service Providers.** We work with third-party service providers to provide website and application development, hosting, maintenance, backup, storage, virtual infrastructure, payment

processing, analysis and other services for us, which may require them to access or use information about you. If a service provider needs to access information about you to perform services on our behalf, they do so under close instruction from us, including policies and procedures designed to protect your information.

**4.2.2. Digital Samba Partners.** We work with third parties who provide consulting, sales, and technical services to deliver and implement customer solutions around the Services. We may share your information with these third parties in connection with their services, such as to assist with billing and collections, to provide localised support, and to provide customisations. We may also share information with these third parties where you have agreed to that sharing.

**4.2.3. Third Party Apps.** You, your administrator or other users of the Services may choose to add new functionality or change the behaviour of the Services by integrating and running them within third party apps. Doing so may give third-party apps access to your account and information about you like your name and email address, and any content you choose to use in connection with those apps. Third-party app policies and procedures are not controlled by us, and this privacy policy does not cover how third-party apps use your information. We encourage you to review the privacy policies of third parties before connecting to or using their applications or services to learn more about their privacy and information handling practices. If you object to information about you being shared with these third parties, please uninstall the third-party apps.

**4.2.4. Links to Third Party Sites.** The Services may include links that direct you to other websites or services whose privacy practices may differ from ours. If you submit information to any of those third party sites, your information is governed by their privacy policies, not this one. We encourage you to carefully read the privacy policy of any website you visit.

**4.2.5. Social Media Widgets.** The Services may include links that direct you to other websites or services whose privacy practices may differ from ours. Your use of and any information you submit to any of those third-party sites is governed by their privacy policies, not this one.

**4.2.6. Third-Party Widgets.** Some of our Services contain widgets and social media features, such as the Twitter "tweet" button. These widgets and features collect your IP address, which page you are visiting on the Services, and may set a cookie to enable the feature to function properly. Widgets and social media features are either hosted by a third party or hosted directly on our Services. Your interactions with these features are governed by the privacy policy of the company providing it.

**4.2.7. With your consent.** We share information about you with third parties when you give us consent to do so. For example, we often display personal testimonials of satisfied customers on our public Websites. With your consent, we may post your name alongside the testimonial.

**4.2.8. Compliance with Enforcement Requests and Applicable Laws; Enforcement of Our Rights.** In exceptional circumstances, we may share information about you with a third party if we believe that sharing is reasonably necessary to (a) comply with any applicable law, regulation, legal process or governmental request, including to meet national security requirements, (b) enforce our agreements, policies and terms of service, (c) protect the security or integrity of our products and services, (d) protect Digital Samba, our customers or the public from harm or illegal activities, or

(e) respond to an emergency which we believe in good faith requires us to disclose information to assist in preventing the death or serious bodily injury of any person.

### 4.3. Sharing with affiliated companies

We share information we collect with affiliated companies and, in some cases, with prospective affiliates. Affiliated companies are companies owned or operated by us. The protections of this privacy policy apply to the information we share in these circumstances.

**4.3.1. Digital Samba companies.** We share information we have about you with other Digital Samba corporate affiliates in order to operate and improve products and services and to offer other Digital Samba affiliated services to you. This includes companies that own or operate the services listed here.

**4.3.2. Business Transfers.** We may share or transfer information we collect under this privacy policy in connection with any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company. You will be notified via email and/or a prominent notice on the Services if a transaction takes place, as well as any choices you may have regarding your information.

## 5. How we store and secure information we collect

### 5.1. Information storage and security

We implement extensive technical and operational measures to protect your data, which includes performing thorough due diligence of the service providers that we work with. Data access is restricted, and access is granted only as far as is necessary to carry out activities related to the provision of the Services or internal processes surrounding the provision of the Services.

**5.1.1. Websites.** When you interact with us via our Websites, your data is processed and stored on servers belonging to third-party service providers. We contract a wide range of services and tools from various providers, including customer support tools, customer relationship management platforms, payment gateways, and marketing tools.

For these types of services, we prioritise selecting European-owned providers that store data on European servers. This is not always feasible, as certain sectors lack adequate European providers.

We perform due diligence on all our providers to ensure that they meet our data security and data privacy standards.

**5.1.2. Embedded product.** In our Embedded product, all user data is stored and processed on European infrastructure contracted from trusted European service providers.

**5.1.3. Samba Live product.** Our Samba Live product is a Software as a Service (SaaS) product, which serves a global user base. We therefore contract server infrastructure in both Europe and the United States to store and process Samba Live user data. European OEM customers can

choose a configuration (by contacting us) where all personal data processing is performed exclusively on European infrastructure belonging to European service providers.

If you use a server version of our Services, responsibility for securing storage and access to the information you put into the Services rests with you and not Digital Samba. We strongly recommend that server users configure proper technical and operational safeguards to prevent interception of data transmitted over networks and to restrict access to the databases and other storage points used.

## 5.2. How long we keep information

We store your personal information for a period of time that is consistent with the business purposes set forth in Section 3 of this policy, or as long as needed to fulfill and comply with legal obligations. The data retention period will vary depending on the type of data and the processing purpose.

If we have a business relationship with you (which includes users of our free plans), we will retain your data for the duration of the business relationship. In the Samba Live product we retain the data a further 90 days thereafter to allow for re-activation of the Services, which is not an uncommon request. In the Embedded product, no such re-activation period applies, and your data is deleted when you choose to end the business relationship by deleting your account.

Note that we are obligated by law to retain business transaction data (e.g. contracts, invoices, correspondence, etc) for a minimum period of 5 years following the date of the transaction, and for a maximum period of 10 years following the date of the transaction.

We believe data minimisation is mutually beneficial, and our aim is to keep as little data as necessary to perform the purposes set forth in Section 3. Where we require historical data in order to analyse usage trends or learnings (e.g. website or product usage patterns), we will make every effort to anonymise the data and purge it of personally identifiable information.

When a data retention period expires, we will either delete or anonymise your information or, if this is not possible (e.g. because the information has been stored in backup archives), we will securely store your information and isolate it from any further use until deletion is possible.

We will not be able to delete all information or content that you have provided to other users of the Services, as this will impact the ability of those users to make full use of the Services.

If the Services are made available to you through an organisation (e.g. your employer), we retain your information as long as required by the administrator of your account. For more information, see section 4.1.2 ("Managed accounts and administrators") above.

## 6. How to access and control your information

You have certain choices available to you when it comes to your information. Below is a summary of those choices, how to exercise them and any limitations.

## 6.1. Your Choices

You have the right to request a copy of your information, to object to our use of your information (including for marketing purposes), to request the deletion or restriction of your information, or to request your information in a structured, electronic format. Below, we describe the tools and processes for making these requests. You can exercise some of the choices by logging into the Services and using settings available within the Services or your account. Where the Services are administered for you by an administrator (see section 8.1 "Notice to End Users" below), you may need to contact your administrator to assist with your requests first. For all other requests, you may contact us via the details in the "Contact Us" section at the bottom of this document.

**6.1.1. Certain limitations on your requests and choices.** We cannot comply with a data deletion request if fulfilling your request would reveal information about another person, or if you ask to delete information which we or your administrator are permitted by law or have compelling legitimate interests to keep. Where you have asked us to share data with third parties, for example, by installing third-party apps, you will need to contact those third-party service providers directly to have your information deleted or otherwise restricted. If you have unresolved concerns, you may have the right to complain to a data protection authority in the country where you live, where you work or where you feel your rights were infringed.

**6.1.2. Access and update your information.** Our Services and related documentation give you the ability to access and update certain information about you from within the Services. For example, you can access your profile information from your account and review Sessions, recordings, contacts and messages you have created in the Services. You can update your profile information within your profile settings and modify content that contains information about you using the editing capabilities associated with that content.

**6.1.3. Deactivate your account.** If you no longer wish to use our Services, you or your administrator may be able to deactivate your Services account. If you can deactivate your own account, that setting is available to you in your account settings. Otherwise, please contact your administrator. If you are an administrator and are unable to deactivate an account through your administrator settings, please contact Digital Samba support. Please be aware that deactivating your account does not delete your information; your information remains visible to other users of the Services based on your past participation within the Services. For more information on how to delete your information, see below.

**6.1.4. Delete your information.** Our Services and related documentation give you the ability to delete certain information about you from within the Services. For example, you can remove certain profile information within your profile settings, and you can remove rooms, recordings, contacts and messages you have created. Please note, however, that we may need to retain certain information for record keeping purposes, to complete transactions or to comply with our legal obligations.

**6.1.5. Request that we stop using your information.** In some cases, you may ask us to stop accessing, storing, using and otherwise processing your information where you believe we don't have the appropriate rights to do so. For example, if you believe a Services account was created for you without your permission or you are no longer an active user, you can request that we delete

your account as provided in this policy. Where you gave us consent to use your information for a limited purpose, you can contact us to withdraw that consent, but this will not affect any processing that has already taken place at the time. You can also opt-out of our use of your information for marketing purposes by contacting us, as provided below. When you make such requests, we may need time to investigate and facilitate your request. If there is delay or dispute as to whether we have the right to continue using your information, we will restrict any further use of your information until the request is honoured or the dispute is resolved, provided your administrator does not object (where applicable). If you object to information about you being shared with a third-party app, please disable the app or contact your administrator to do so.

**6.1.6. Opt out of communications.** You may opt out of receiving promotional communications from us by using the unsubscribe link within each email or by contacting us as provided below to have your contact information removed from our promotional email list or registration database. Even after you opt out from receiving promotional messages from us, you will continue to receive transactional messages from us regarding our Services.

You may be able to opt out of receiving personalised advertisements from other companies who are members of the Network Advertising Initiative or who subscribe to the Digital Advertising Alliance's Self-Regulatory Principles for Online Behavioral Advertising. For more information about this practice and to understand your options, please visit: <http://www.aboutads.info>, <http://optout.networkadvertising.org/> and <http://www.youronlinechoices.eu>.

**6.1.7. Turn off cookie controls.** Relevant browser-based cookie controls are described in our [Cookies & Tracking Notice](#).

**6.1.8. Data portability.** Data portability is the ability to obtain some of your information in a format you can move from one service provider to another (for instance, when you transfer your mobile phone number to another carrier). Depending on the context, this applies to some of your information, but not to all of your information. Should you request it, we will provide you with an electronic file of your basic account information and the information you created under your sole control.

## 7. How we transfer information we collect internationally

Digital Samba is a European company based in Spain. When we transfer data outside the European Economic Area (EEA), we make use of European Commission-approved [standard contractual clauses](#), binding corporate rules for transfers to data processors, or other appropriate legal mechanisms to safeguard the transfer.

### 7.1. Data transfers initiated by you

**7.1.1. Websites.** Your interactions with our Websites encompass the processing of data in our customer support tools, customer relationship management platforms, payment gateways, and marketing tools. Data you provide to us over these channels is transferred from your country of residence to Europe, depending on which provider is involved in the transaction.

**7.1.2. Embedded Product.** Data you provide to us is transferred from your country of residence to Europe.

**7.1.3. Samba Live product.** Data you provide to us is transferred from your country of residence to servers in Europe or the United States. If you are an OEM customer, you can choose for the data to be transferred exclusively to European servers.

## 7.2. Data transfers between Digital Samba providers

In certain scenarios, your data is transferred from one Digital Samba provider to another. We have agreements in place with our providers which stipulate that the data must reside on European servers. Depending on which provider is involved in the transaction, your data will be transferred from one European country to another.

## 7.3. Data transfers within Digital Samba

Digital Samba is headquartered in Spain, with a remote workforce located mainly in Europe. Access to your data by our workforce is protected by stringent legal contracts and data security policies. Data access is restricted by technical and operational measures, and access is granted only as far as is necessary to carry out specific duties related to the provision of the Services or internal processes surrounding the provision of the Services. Depending on which member of our workforce is involved in the transaction, your data may be accessed from a European country other than the European country on which the data resides.

# 8. Other important privacy information

## 8.1. Notice to End Users

Many of our products are intended to be used by organisations. Where the Services are made available to you through an organisation (e.g. your employer), that organisation is the administrator of the Services and is responsible for the accounts and/or sites over which it has control. If this is the case, please direct your data privacy questions to your administrator, as your use of the Services is subject to that organisation's policies. We are not responsible for the privacy or security practices of an administrator's organisation, which may be different from this policy.

Administrators can:

- require you to reset your account password;
- restrict, suspend or terminate your access to the Services;
- access information in and about your account;
- access or retain information stored as part of your account;
- install or uninstall third-party apps or other integrations

In some cases, administrators can also:

- restrict, suspend or terminate your account access;
- change the email address associated with your account;
- change your information, including profile information;

- restrict your ability to edit, restrict, modify or delete information

Even if the Services are not currently administered to you by an organisation, if you use an email address provided by an organisation (such as your work email address) to access the Services, then the owner of the domain associated with your email address (e.g. your employer) may assert administrative control over your account and use of the Services at a later date.

If you do not want an administrator to be able to assert control over your account or use of the Services, use your personal email address to register for or access the Services. If an administrator has not already asserted control over your account or access to the Services, you can update the email address associated with your account through your account settings in your profile. Once an administrator asserts control over your account or use of the Services, you will no longer be able to change the email address associated with your account without administrator approval.

Please contact your organisation or refer to your administrator's organisational policies for more information.

## 8.2. Our policy towards minors

The Services are not directed to individuals under 16 ("**Minors**" or "**Minor**"). We do not knowingly allow Minors to create accounts in the Services, and we do not knowingly collect personal information from Minors. If we become aware that a Minor has provided us with personal information, we will take steps to delete such information. If you become aware that a Minor has provided us with personal information, please contact our support services.

We do however allow educational customers to contract our Services to provide educational services to Minors. If you provide such educational services, please consult our [Privacy Policy for Education](#) and ensure that you understand your responsibilities.

## 8.3. Changes to our Privacy Policy

We may change this privacy policy from time to time. We will post any privacy policy changes on this page and, if the changes are significant, we will provide a more prominent notice by adding a notice on the Services homepages, login screens, or by sending you an email notification. We will also keep prior versions of this Privacy Policy in an archive for your review. We encourage you to review our privacy policy whenever you use the Services to stay informed about our information practices and the ways you can help protect your privacy.

If you disagree with any changes to this privacy policy, you will need to stop using the Services and deactivate your account(s), as outlined above.

## 9. How to contact us

As a controller and a processor of your data, Digital Samba provides you with contact details so you can contact us about our data processing activities, as required under Article 13 (1)(a) and (b) of the GDPR.



For general information or inquiries, you can use the contact details below:

Digital Samba, S.L.  
Travessera de Gràcia 98 bis 6-2  
08012, Barcelona  
Spain

Phone: +34 937 370 415

If you prefer, you can also open a support ticket by visiting <http://support.digitalsamba.com>.

For more information about our privacy practices, or to exercise your data privacy rights, you can contact our Data Protection Officer by sending an email to [dpo@digitalsamba.com](mailto:dpo@digitalsamba.com).