

## XEROX EASY TRANSLATOR PRIVACY NOTICE

This Privacy Notice governs your use of the Xerox Easy Translator Service and the Xerox Easy Translator website, made available by ABBYY USA Software House, Inc. (“ABBYY”) and together with its Vendors (as defined in Section 7.1, below) collectively referred to as “we” or “us”, pursuant to a license from the Xerox Corporation.

This Privacy Notice is applicable only to the Xerox Easy Translator Service (the “Service”) and the Xerox Easy Translator websites located at <https://xeroxtranslates.com> and at [partner.xeroxtranslates.com](https://partner.xeroxtranslates.com) (<https://partner.xeroxtranslates.com/partners/?merchant=ABBYYLAN&template=Signup-template&lang=en>), or any successor websites of either of them (jointly, the “Website” or the “Site” and, together with the Service, the “Services”). No other Privacy Notice of ABBYY is applicable to the Services.

ABBYY is committed to maintaining your privacy. This Privacy Notice (“Privacy Notice”) outlines ABBYY’s privacy practices with respect to the Services, including the types of information that you may provide to us, how we use such information and the choices you have regarding our use of that information. We may collect the information through the Website; when you purchase, register or use the Services through computers, multi-function printers or mobile devices; through our online support services; or through email messages that we send to you, or offline, such as when you attend one of our trade shows or contact our customer service line or email support.

### 1. NOTICE.

**1.1. The Types of Information You May Provide.** Information you may provide or that we may collect from you in connection with the Services falls into three broad categories: (i) Personally Identifiable Information, (ii) Activities Information, (iii) Anonymous Information and (iv) Other Confidential Information.

**1.2. Personally Identifiable Information.** We use the term “Personally Identifiable Information” to mean any information that could reasonably be used to identify you, including but not limited to your name, address, e-mail address, payment card number, and telephone number.

**1.3. Activities Information.** We use the term “Activities Information” to refer to information collected by so-called “persistent identifiers” such as cookies and web beacons. Unlike Personally Identifiable Information, Activities Information does not directly identify a particular person; the information, however, is or can potentially be linked to a particular computer or device.

**1.4. Anonymous Information.** “Anonymous Information” is information that does not identify you, and may include general statistical information concerning, for example, your use of our Services, such as the number of orders you have placed, the average transaction amount, your access to content on the Website, or the pages on our Site that you visit most frequently.

**1.5. Other Confidential Information.** We use the term “Other Confidential

**Information”** to refer to any data, information, or material uploaded or submitted by you (or any individuals who are authorized by you to use the Services) for any type of translation. Our use of Other Confidential Information is governed by the Xerox Easy Translator Terms of Service Agreement, which may be found at [https://xeroxtranslates.com/docs/XeroxEasyTranslator\\_TOS\\_en.pdf](https://xeroxtranslates.com/docs/XeroxEasyTranslator_TOS_en.pdf). This Privacy Notice does not apply to Other Confidential Information.

## **2. CHOICE AND CONSENT.**

We have structured the Website so that you may visit certain pages and/or access certain marketing content without revealing your identity or providing any Personally Identifiable Information. Please read this Privacy Notice carefully. Providing your Personally Identifiable Information to us through the Services confirms your agreement to the terms of this Privacy Notice.

**2.1. Receiving Electronic Communications from Us.** You can opt-out of receiving bulletins, updates, or other Services marketing-related materials by clicking on the unsubscribe link on the bottom of each marketing e-mail.

**2.2. Effect of Opt-Out.** If you opt out of receiving electronic marketing communications from us pursuant to Section 2.1, please be advised that that your election will be implemented only with respect to the Services and will not operate as your opt-out election for any other marketing email communications or sharing of your Personally Identifiable Information with respect to any other products or services offered or supported by ABBYY. In order to opt-out of communications or sharing unrelated to the Services, please follow the instructions in the general ABBYY Privacy Notice, which may be found at: <http://inside.abbyyusa.com/abbyy-privacy-notice>.

If you have previously opted out of receiving electronic marketing communications from ABBYY with respect to any other products or services pursuant to the general ABBYY Privacy Notice, that election will not be effective as an opt-out with respect to the Services.

**2.3. Exceptions.** Please understand that if you choose not to receive marketing-related electronic communications from us, we may still send you important administrative messages, such as notices concerning operation of the Services or your purchases or orders, and legal and other notices concerning your use of the Services. You cannot opt-out from receiving administrative messages.

## **3. COLLECTION.**

**3.1 Our Collection of Personally Identifiable Information.** We may collect Personally Identifiable Information from you. Personally Identifiable Information may be collected as part of the normal operation of our Services. If you submit any Personally Identifiable Information relating to other people to us in connection with the Services, you represent that you have the authority to do so and to permit us to use the information in accordance with this Privacy Notice.

The following further explains the Personally Identifiable Information that may be collected by us:

**3.1.1 Registration Information.** If you register with us in order to purchase Services, receive technical support, or receive information and discounts on newer versions and updates for our Services and other benefits we may provide (regardless of whether your purchase is made through ABBYY or a reseller, distributor or Vendor), we may ask you to provide certain Personally Identifiable Information, such as name, email address, telephone number or other information. If you do not register, we will be unable to provide you with the Services or with technical support.

**3.1.2 Purchase of Services.** We collect Personally Identifiable Information, including contact information (such as name, email address, and home or business address) and financial information (such as payment card number, expiration date and security code or other information), in connection with your orders and purchases.

**3.1.3 Email Addresses; Customer Service Chats.** You may wish to contact us or provide us with comments and feedback concerning our Services. If you do, you may provide us with your email address and other Personally Identifiable Information.

**3.1.4 Questionnaires and Surveys.** Our Website may allow you to participate in optional surveys and questionnaires from time to time. We may ask that, in addition to providing your responses, you also provide Personally Identifiable Information.

**3.1.5 Social Media Account Connection.** We may collect Personally Identifiable Information from you and from your social media account if you elect to connect your social media account to your Services account, such as by logging into your Services account using your social media account credentials. If you do, your Personally Identifiable Information may be disclosed to your friends or contacts associated with your social media account and to your social media account provider, and the use of such information will be governed by the social media account provider's privacy policy.

**3.1.6 Offline.** We may collect Personally Identifiable Information from you offline, such as when you call us seeking customer service or technical support, attend one of our trade shows or place an order over the phone.

**3.1.7 Other Sources.** We may receive your Personally Identifiable Information from other sources, such as public databases, joint marketing partners, social media platforms, data brokers, from people with whom you are friends or otherwise connected on social media platforms, as well as from other third parties, including those who provide list enhancement services.

**3.2 Our Collection of Activities Information.** We collect Activities Information about your activity with respect to our Services. The following further summarizes the Activities Information that may be collected:

**3.2.1 IP Addresses; Logs; Other System Information.** We may automatically receive and record information in our server logs from your browser or device (including but not limited to your computer system, mobile device and/or multi-function printer), including your IP address (the Internet address of your computer), your computer's name, the type and version of your web browser, referrer addresses, device manufacturer and model, language, name and version of the Services (such as the App, as defined below) you are using and other

generally-accepted log information. We may also record page views (hit counts) and other general statistical and tracking information about use of the Services. In addition, we may collect information about the presence of any software that our Services may require to operate with your computer or device, or other third party software on your computer or device, for product development and customer service purposes.

**3.2.2 Information About Your Use of the Site.** We use a third-party service provider that collects information regarding your use of the Site, such as pages visited, links clicked, non-sensitive text entered and mouse movements, as well as your IP address, referring URL, browser, operating system, cookie information and Internet Service Provider. The service provider uses this information to show us how you and other visitors use the Site, so that we can identify problems and improve the Site.

**3.2.3 Cookies.** A cookie is a small amount of data, which often includes an anonymous unique identifier, which is sent to your browser from a website's computers and stored on your computer's hard drive. We may use cookies on the Website.

**3.2.4 Email Click-Throughs.** We may send email messages, which use a "click-through URL" linked to content on the Website. When you click one of these URLs, you pass through our web server before arriving at the destination web page. If you prefer that we not learn that you have clicked on the link, simply do not click text or graphic links in the email.

**3.2.5 Mobile App Usage.** When you download and use one of Xerox's applications designed for mobile devices that link you to the Services (an "App"), we may collect App usage data, including, but not limited to, the date and time the App on your device accesses our servers and what information and files have been downloaded and/or uploaded to the App based on your device number.

**3.2.6 Multi-function Printer App Usage.** When you download and access Xerox's application designed for multi-function printers that link you to the Services (the "ConnectKey App"), we may collect ConnectKey App usage data, including, but not limited to, the date and time the ConnectKey App on your device accesses our servers and what information and files have been downloaded and/or uploaded to the ConnectKey App based on your device number.

## **4. USE.**

**4.1 Our Use of Personally Identifiable Information.** We may use Personally Identifiable Information as follows.

**4.1.1 Provision of the Services.** We use your Personally Identifiable Information to provide the Services to you, including to respond to your inquiries, fulfill your requests and purchases, and provide you with related customer service. Please note that ABBYY does not directly collect or store your financial account information – instead, we use a third-party payment service Vendor (the "Payment Processing Company") to collect and process your payment information.

**4.1.2 Administrative and Informational Notices and Bulletins; Marketing.** We may send administrative information to you, for example, information regarding the Services

and changes to our terms, conditions, and policies. Periodically, we may also send news, bulletins, marketing materials, or other information to you in the interest of improving our products and services, and developing and offering new products and service, subject to your choice with respect to marketing email communications, as provided in Section 2 above.

**4.1.3 Other Business Purposes.** We use Personally Identifiable Information for our business purposes, including but not limited to data analysis, audits, fraud monitoring and prevention, developing new products and services, enhancing, improving or modifying our Services, identifying usage trends, determining the effectiveness of our promotional campaigns and operating and expanding our business activities.

**4.1.4 Protecting Rights.** We may use Personally Identifiable Information as we believe to be necessary or appropriate: (a) under applicable law, including laws outside your country of residence; (b) to comply with legal process; (c) to respond to requests from public and government authorities, including public and government authorities outside your country of residence; (d) to enforce our terms and conditions; (e) to protect our operations; (f) to protect our rights, privacy, safety or property, and/or that of you or others; and (g) to allow us to pursue available remedies or limit the damages that we may sustain.

**4.2 Our Use of Activities Information.** We use Activities Information as follows. We may also use or disclose Activities Information for any purpose, to the extent permitted by applicable law.

**4.2.1 IP Addresses; Logs.** General statistics and tracking information will be aggregated with that of other users in order to understand how the Website is being used, and for security and monitoring purposes.

**4.2.2 Cookies.** We may use cookies to provide you with a tailored user experience and to make it easier for you to use the Website upon a future visit. We use cookies to recognize you when you return to the Website. You may set your browser so that it does not accept cookies. Cookies must be enabled on your web browser, however, if you wish to access certain personalized features of our Services.

**4.2.3 Tags.** We may use so-called “pixel tags” — small graphic images (also known as “web beacons” or “single-pixel GIFS”) — to tell us what parts of the Website have been visited or to measure the effectiveness of searches customers perform on our Site. Pixel tags also enable us to send email messages in a format customers can read, and they inform us whether emails have been opened, to help ensure that our messages are of interest.

**4.2.4 Click-Throughs.** We track click-through data to help determine interest in particular topics and measure the effectiveness of our customer communications.

**4.2.5 Computer Configuration.** We use the information collected about your computer configuration or configuration of your mobile device(s) and/or multi-function printer to determine if your computer is compatible with the system that operates the Services.

**4.3 Our Use of Anonymous Information.** We may use and disclose Anonymous Information for any purpose, including to analyze the effectiveness of the Site and to improve our Services.

## 5. RETENTION AND DISPOSAL.

ABBYY retains Personally Identifiable Information for the period of time needed in order to process your transaction, provide the Services to you and maintain ABBYY's customer records. Please note, however, that it may not be technically or commercially feasible to remove this information from ABBYY's records completely, for example, due to archived backups and records of deletions that are no longer reasonably accessible. ABBYY assumes no responsibility with respect to the access, protection or deletion of your Personally Identifiable Information and payment card information you provide to ABBYY's Payment Processing Company. ABBYY's Payment Processing Company's handling and protection of your Personally Identifiable Information and payment card information is governed by the terms of their Privacy Notice, which may be found at <http://www.avangate.com/privacy.php>.

## 6. ACCESS AND CORRECTION.

If you would like to review, correct, update, or delete Personally Identifiable Information you have previously provided to us, please contact us as provided in Section 17 (Contact Us). In your request, please make clear what Personally Identifiable Information you would like to have changed or what other limitations you would like to put on our use of Personally Identifiable Information you have provided to us. We may request information from you for purposes of verifying your identity before fulfilling such requests. While we will try to comply with your requests to delete your Personally Identifiable Information from our databases, please understand that it may not be technically or commercially feasible to remove this information completely. We will try to comply with your requests made in accordance with this section as soon as reasonably practicable.

## 7. DISCLOSURE TO THIRD PARTIES.

We may disclose your Personally Identifiable Information in the following ways:

**7.1 Vendors.** ABBYY will share your Personally Identifiable Information with third parties engaged to provide the Services to you, such as hosting or maintaining the Website, providing services related to the Services, collecting information, responding to and sending electronic mail, or other functions necessary to the provision of the Services ("Vendors").

**7.2 Transfer of Assets.** We may transfer your Personally Identifiable Information to a third party in connection with any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings).

**7.3 Xerox and its Resellers and Channel Partners.** If you register for the Service via a Xerox reseller and/or Xerox channel partner link, we may share your Personally Identifiable Information that you provide to us or that we collect, with the Xerox reseller or Xerox channel partner with whom you had registered for the Service and with Xerox Corporation. We require Xerox Corporation and its resellers and channel partners to not use your Personally Identifiable Information for any purpose other than the operation of the Service.

**7.4 Protecting Rights.** We may disclose Personally Identifiable Information as we believe to be necessary or appropriate: (a) under applicable law, including laws outside your

country of residence; (b) to respond to requests from public and government authorities, including public and government authorities outside your country of residence; (c) to enforce our terms and conditions; (d) to protect our operations; (e) to protect our rights, privacy, safety or property, and/or that of you or others; (f) to allow us to pursue available remedies or limit the damages that we may sustain; and (g) to provide you the Services.

#### **8. THIRD-PARTY SERVICES.**

This Privacy Notice does not address, and we are not responsible for, the privacy or other practices of third parties, including any third party operating any site or service to which the Services link. The inclusion of a link on the Services does not imply endorsement of the linked site or service by us.

#### **9. SECURITY.**

ABBYY has put in place security systems designed to protect against unauthorized access to or disclosure of Personally Identifiable Information you provide to ABBYY, and we take reasonable steps to secure and safeguard this Information. Unfortunately, no data transmission or storage system can be guaranteed to be 100% secure. If you have reason to believe that your interaction with ABBYY is no longer secure (for example, if you feel that the security of any account you might have with us has been compromised), please immediately notify ABBYY of the problem by contacting ABBYY in accordance with Section 17 (Contact Us).

#### **10. QUALITY/DATA INTEGRITY.**

We rely on you to provide us complete and accurate Personally Identifiable Information and to contact us if correction of such information is required.

#### **11. MONITORING AND ENFORCEMENT.**

ABBYY uses a self-assessment approach to assure compliance with this Privacy Notice and periodically verifies that the Privacy Notice is accurate, comprehensive for the information intended to be covered, prominently displayed, and accessible. We encourage users to raise any concerns by contacting ABBYY, as provided in Section 17 (Contact Us), and we will investigate and attempt to resolve any complaints and disputes regarding our use and disclosure of Personally Identifiable Information.

#### **12. ANY INFORMATION LINKED WITH YOUR PERSONALLY IDENTIFIABLE INFORMATION IS PROTECTED AS “PERSONALLY IDENTIFIABLE INFORMATION.”**

To enable us to better understand the characteristics of our users and to provide services tailored to your needs, we may link the Personally Identifiable Information you have provided with Anonymous Information or other information. If we combine or link any Anonymous Information or other information with your Personally Identifiable Information, the resulting combination will be treated and protected as Personally Identifiable Information under this Privacy Notice.

#### **13. PARTICIPATION BY CHILDREN AND TEENS; ADVISORY.**

Due to U.S. federal law (as reflected in the Children's Online Privacy Protection Act), YOU MUST BE AT LEAST 13 YEARS OLD TO USE OUR SITE AND SERVICES. IF YOU ARE BETWEEN 13 AND THE APPLICABLE AGE OF MAJORITY, PLEASE REVIEW THIS PRIVACY NOTICE WITH YOUR PARENT OR GUARDIAN.

#### **14. NOTIFICATION OF CHANGES.**

From time to time, ABBYY may change this Privacy Notice. If ABBYY makes any material changes ABBYY will post the new Privacy Notice at the privacy link on the Website. Your use of the Services following any such change means that you accept the revised Privacy Notice.

#### **15. RELATIONSHIP TO XEROX EASY TRANSLATOR TERMS OF SERVICE AGREEMENT AND OTHER CONTRACTS.**

This Privacy Notice must be read in conjunction with the Xerox Easy Translator Terms of Service Agreement, and, where applicable, with the Xerox Easy Translator Reseller Portal Terms of Use. The provisions of our Xerox Easy Translator Terms of Service Agreement and, where applicable, the Xerox Easy Translator Reseller Portal Terms of Use, are incorporated herein. To the extent the Xerox Easy Translator Terms of Service Agreement or the Xerox Easy Translator Reseller Portal Terms of Use conflicts with the terms of this Privacy Notice, the terms of this Privacy Notice will control. Moreover, to the extent this Privacy Notice conflicts with the terms and conditions of any other agreement you enter with us, the terms and conditions of such other agreement will control.

#### **16. CROSS-BORDER TRANSFER**

Your Personal Information may be stored and processed in any country where we have facilities or in which we engage Vendors, and, by using the Services, you consent to the transfer of information to countries outside of your country of residence, including the United States, which may have different data protection rules than those of your country.

#### **17. CONTACT US.**

If you have any questions about this Privacy Notice, the practices of this Site or our Services, please contact us at:

Privacy Officer  
ABBYY USA Software House, Inc.  
880 North McCarthy Blvd., Suite 220, Milpitas, CA 95035  
[contact@xeroxtranslates.com](mailto:contact@xeroxtranslates.com)

#### **18. INTERPRETATION.**

This Privacy Notice has been prepared in the English language and has been translated for convenience from the English language into multiple other languages. In the event of any conflict or inconsistency between the English language version of this Privacy Notice and its foreign language translation, the English language version, which may be found at



[https://xeroxtranslates.com/docs/XeroxEasyTranslator\\_PrivacyNotice\\_en.pdf](https://xeroxtranslates.com/docs/XeroxEasyTranslator_PrivacyNotice_en.pdf) shall prevail.

**19. EFFECTIVE DATE.**

The effective date of this Privacy Notice is July 1, 2016.

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