

Privacy Policy for KIS.MANAGER

RAFI GmbH & Co. KG

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Germany

- hereinafter referred to as “RAFI“ -

In accordance with Art. 13 (1) and (2) of the EU Data Protection Basic Regulation ("GDPR"), we, the company RAFI GmbH & Co. KG ("RAFI"), would like to inform you as a user of KIS.MANAGER ("you") in the following about the processing of your personal data in connection with the respective usage. Further information, e.g. regarding RAFI as the person responsible, the data protection officer and the rights to which you are entitled according to the GDPR, can be found in the RAFI Business Partner Information under https://www.rafi.de/fileadmin/user_upload/rafi_de/Footer/Informationspflicht/Information_for_business_partners.pdf

1. How can you register and what Categories of Data do we process?

In order to create an access to KIS.MANAGER for your company and to provide you with the necessary access data, we have to process your personal data in the registration form/profile. The following information is mandatory for this: Company name and address, first name, last name, e-mail address and a password.

We use the so-called double-opt-in procedure for registration, i.e. your registration is only complete once you have confirmed your registration by clicking on the link contained in a confirmation e-mail sent to you for this purpose. If your confirmation is not received within 24 hours, your registration will be automatically deleted from our database.

2. What is the Purpose of the Processing and on what legal Basis will your Data processed?

Your data is stored and electronically processed for the purpose of simplified contract processing and use to be provided by RAFI via the medium of the Internet between the company RAFI and your company as our customer. For possible inquiries within the scope of contract processing, the company RAFI can contact you regarding the data collected from you. This may be done, for example, via the postal address, the e-mail addresses or other electronic communication options as well as telephone and fax numbers that you may have entered in the portal or via e-mail. Also, the technical and content design of orders and/or contracts, in particular binding orders and prices, can be completed with the stored data. The legal basis for this is Art. 6 (1) Subpar. 1 b) GDPR or Art. 6 (1) Subpar. 1 f) GDPR within the scope of our legitimate interests, e.g. in case of complaints and warranty.

Furthermore, RAFI may also process your personal data for purposes of maintaining the business relationship, marketing and advertising, for example to send you relevant information and messages regarding your business relationship with RAFI and to offer you

the opportunity to initiate new business. The legal basis for this is our legitimate interest pursuant to Art. 6 (1) Subpar. 1 f) GDPR. Our legitimate interest in the processing of your data consists in promoting and selling our products and services. If RAFI receives feedback from you regarding the conclusion of a contract with RAFI, Art. 6 (1) Subpar. 1 b) GDPR is an additional legal basis for the processing of your data.

In addition, your separate consent in accordance with Art. 6 (1) Subpar. 1 a) GDPR can be used as a data protection permission regulation.

3. To Whom will your Data be passed on?

For the purpose of providing hosting and technical support in maintaining and servicing the portal, we use the contract processor Device Insight GmbH (Willy-Brandt-Platz 6, 81829 Munich, Germany) and its subcontractor (for the operation of server infrastructure Microsoft Azure Cloud) Microsoft Ireland Operations, Ltd. (One Microsoft Place, South County Industrial Park, Leopardstown, Dublin 18, D18 P 521, Ireland).

Your data will only be passed on to third parties – for example to KIS.ME sales partners of RAFI - if this is necessary and permissible within the framework of the above-mentioned purposes. Furthermore, we may transfer your data to third parties if you expressly consent to the transfer, for example for necessary business transactions.

4. Will your Data be transmitted to a Third Country?

A transmission from RAFI to recipients in so-called third countries, i.e. in countries outside the European Union (EU) or the European Economic Area (EEA) or to international organizations is not intended.

5. How long will your Data be stored?

Insofar as there are no legal or contractual retention periods or current warranty and/or limitation periods to prevent deletion of your personal data, RAFI will delete them as soon as they are no longer required to achieve the purpose for which they were collected.

This applies in particular:

- If you log in with a company account and do not purchase any hardware devices or licenses, or you no longer have a license, after
 - thirty (30) days, a reminder email will be sent to you
 - a total of sixty (60) days another reminder e-mail will be sent to you
 - a total of ninety (90) days the account and thus all data of the corresponding company account will be deleted, for which purpose all user profiles within this account will also be deleted.

- In case of possession of a Starter Kit¹, from the purchase of it, after
 - one hundred and twenty (120) days, a reminder e-mail will be sent to you;
 - a total of one hundred and fifty (150) days, another reminder e-mail will be sent to you for this purpose;

¹ The Starter Kit consists of the following: 1x KIS.BOX, 1x KIS.LIGHT, 2x USB cable, 1x power bank, quick start guide. When purchasing a starter kit, the free trial license period is 6 months.

- a total of one hundred and eighty (180) days, the account and thus all data of the corresponding company account will be deleted, for which purpose all user profiles within this account will also be deleted.
- As long as a company account has at least one hardware device or a license, RAFI will not delete the account.
- If a company account has no more users because all users have logged out, then the company account will be deleted after one (1) year at the latest.

In addition, you can independently delete your profile in the portal at any time; this is obligatory upon termination of the contractual relationship.

6. To what Extent do automated individual Case Decisions or profiling Measures take place?

Automated individual case decisions or profiling measures pursuant to Art. 22 GDPR will not take place.