

LockMagic Online Privacy Statement

Many Online Services, like Lockmagic, are intended for use by organizations. If you use an email address provided by an organization you are affiliated with, such as an employer or school, to access the Online Services, the owner of the domain associated with your email address may: (i) control and administer your Online Services account and (ii) access and process your data, including the contents of your communications and files. Your use of the Online Services may be subject to your organization's policies, if any. If your organization is administering your use of the Online Services, please direct your privacy inquiries to your administrator. Lockmagic is not responsible for the privacy or security practices of our customers, which may differ from those set forth in this privacy statement.

This Privacy Policy explains how Lockmagic protects personal information provided to Lockmagic to use Lockmagic services and how Lockmagic uses that information in connection with its services. In the spirit of transparency, we want you to know what information may be collected and how it may be used. The information we collect is limited to that user data necessary for effective operation of our business and security. By using our services, you are consenting to the practices described in this Privacy Policy.

What information do we collect?

During registration or subscription, we collect certain information including: your subscriber ID (your email), your operating system version, security question and answer for account password reset. When providing services, the information we may collect include, without limitation:

Usage data: We don't know anything about the content of messages and attachments being sent but we do track whether messages are decrypted. We also identify your IP-address and the date and time of encrypted messages.

Metadata data: When using Lockmagic metadata will be created including encryption keys, expiration date/time for the content encryption keys, sender email for alert/read-receipt notifications, and the use of the content encryption key for decryption.

The Lockmagic website is not directed to and we do not knowingly collect data from individuals under the age of sixteen (16). We require that these individuals not provide data through the our website.

All the information collected directly by us is listed below:

- Email address – used for communications and to provide a means for identifying people.
- Username – used to log in to our system which is the same as email address.
- Password – used to log in to our system if the user explicitly enrolls in Form-based authentication
- Standard website log information (including type of device, browser version, operating system, IP address, etc.).

Customer Data

Customer Data will be used only to provide customer the Online Services including purposes compatible with providing those services. For example, we may use Customer Data to provide a personalized experience, improve service reliability, combat spam or other malware, or improve features and functionality of the Online Services. Lockmagic will not share Customer Data or derive information from it for any advertising or similar commercial purposes by third parties. "Customer Data" means all data, including all text, sound, video, or image files, and software, that are provided to Lockmagic by, or on behalf of, you or your end users through use of the Online Service. Customer Data is not Administrator Data, Payment Data, or Support Data.

Administrator Data

Administrator Data is information provided to Lockmagic during sign-up, purchase, or administration of the Online Services. Administrator Data includes the name, address, phone number, and email address you provide, as well as aggregated usage information related to your account and administrative data, such as the controls you select, associated with your account. We use Administrator Data to provide the Online Services, complete transactions, service the account, and detect and prevent fraud.

We may use Administrator Data to contact you to provide information about your account, subscriptions, billing, and updates to the Online Services, including information about new features, security or other technical issues. We may also contact you regarding third-party inquiries we receive regarding use of the Online Services, as described in your agreement. You will not be able to unsubscribe from these non-promotional communications.

Subject to your contact preferences, we may also contact you regarding information and offers about other products and services, or share your contact information with Lockmagic's partners. You may manage your contact preferences or update your information in your account profile.

Administrator Data may also include contact information of your colleagues and friends if you agree to provide it to Lockmagic for the limited purpose of sending them an invitation to use the Online Services; we may contact those individuals with communications that may include information about you, such as your name and profile photo.

Payment Data

Customers who make online purchases will be asked to provide information, which may include payment instrument number (e.g., credit card), name and billing address, the security code associated with the payment instrument, and other financial data ("Payment Data"). We use Payment Data to complete transactions, as well as to detect and prevent fraud. When you provide Payment Data while logged in, we will store that data to help you complete future transactions.

You may remove the payment instrument information associated with other accounts by contacting customer support. After you close your account or remove a payment instrument, however, Lockmagic may retain your payment instrument data for as long as reasonably necessary to complete transactions, to comply with Lockmagic's legal and reporting requirements, and to detect and prevent fraud.

Support Data

Support Data is the information we collect when you contact or engage Lockmagic for support. It includes information you submit in a support request or provide when you run an automated troubleshooter. It may also include information about hardware, software, and other details gathered related to the support incident, such as contact or authentication information, chat session personalization, information about the condition of the machine and the application when the fault occurred and during diagnostics, system and registry data about software installations and hardware configurations, and error-tracking files. In addition to using Support Data to resolve your support incident, we use Support Data to operate, improve and personalize the products and services we offer.

Support may be provided through phone, email, or online chat. With your permission, we may use Remote Access ("RA") to temporarily navigate your machine or, for certain Online Services, you may add a support professional as an authorized user for a limited duration to view diagnostic data in order to resolve a support incident. Phone conversations, online chat sessions, or RA sessions with support professionals may be recorded and/or monitored.

Following a support incident, we may send you a survey about your experience and offerings. You must opt-out of support surveys separately from other communications provided by Lockmagic by contacting Support or through the email footer.

Some business customers may purchase enhanced support offerings (e.g., Premier). These offerings are covered by separate terms and notices.

What do we use your information or data for?

We collect your information during your access or use of the Lockmagic Software, Extensions and Services for the purpose of providing and improving the Services. We use your Usage Data based on the necessity of such information in providing and improving the Services. We process the Meta-Data based on the necessity of such information in providing you with the support you have requested. In this context, we use your information to improve our users' experience, to communicate with you about our Services, and to further develop, customize, enhance, and improve the performance of our Services and Extensions.

Any of the information we collect from you may be used in one of the following ways:

- Confirmation that Lockmagic works properly, and you are receiving a high-quality user experience
- Customer service assistance and response to inquiries from you regarding the services, terms and conditions or other policies that may apply to you
- Technical support (your information helps us to effectively respond to any support needs)
- Development of additional services through analysis of data related to browsers and mobile devices used
- Improving security

Cookies & Similar Technologies

Lockmagic may use cookies (small text files placed on a device's hard disk by a web service) or similar technologies to provide the Online Services. For example, cookies and similar technologies such as web beacons may be used to store a user's preferences and settings, to gather web analytics, to authenticate users, and to detect fraud. In addition to the cookies Lockmagic may set when you visit Lockmagic sites, third parties that we have hired to provide certain services on our behalf, such as site analytics, may also set cookies when you visit Lockmagic sites. To learn more about how to control cookies and similar technologies, please see your Internet browser's documentation. Choices you make regarding the use of cookies may impact your use of the Online Services.

Local Software

Some Online Services may require, or may be enhanced by, the installation of local software (e.g., agents, lockmagic secure viewer application) on a device. This section of the Lockmagic Online Services Privacy Statement governs your use of local software provided by Lockmagic for use with the Online Services that does not have its own privacy statement.

At your direction, the local software may transmit (i) data, which may include Customer Data, from a device or appliance to or from the Online Services; or (ii) logs or errors reports to Lockmagic for troubleshooting purposes. The local software may also collect data about the use and performance of the local software or the Online Services that may be transmitted to Lockmagic and analyzed to improve the quality, security, and integrity of the products and services we offer.

Use of Subcontractors

Lockmagic may hire subcontractors to provide services on its behalf. Any such subcontractors will be permitted to obtain data from the Online Services only to deliver the services Lockmagic has retained them to provide and will be prohibited from using data for any other purpose.

Disclosure of Data

Lockmagic does not sell your Personal Information.

We may disclose Personal Information:

When operating our business

- To our subsidiaries and affiliates.

When third party providers support our services

- To our third-party service providers to facilitate services they provide to us. These can include providers of services such as website hosting, data analysis, payment processing, order fulfillment, information technology and related infrastructure provision, customer service, email delivery, auditing, and other services.

When required by law

- As required to comply with applicable law and regulations and to cooperate with public and governmental authorities (this can include laws and authorities outside your country of residence), including law enforcement. We will handle any government requests for encryption keys in accordance with our Frequently Asked Questions on Government Surveillance.

When necessary for legal reasons

- If necessary to enforce obligations under our terms and conditions and when it is reasonably necessary to protect the rights, property or safety of you, our other users, Lockmagic or the public.

When our organizational structure changes

- To third parties in the event of 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). Such third parties may include, for example, an acquirer and its advisors.

When we have received your permission

- In other circumstances when we tell you and you consent to the disclosure.
- Without restriction when in de-identified or aggregate form.

Lockmagic will not disclose Customer Data outside of Lockmagic or its controlled subsidiaries and affiliates except (1) as you direct, (2) with permission from an end user, (3) as described here or in your agreement(s), or (4) as required by law.

Lockmagic will not disclose Customer Data to law enforcement unless required by law. Should law enforcement contact Lockmagic with a demand for Customer Data, Lockmagic will attempt to redirect the law enforcement agency to request that data directly from you. If compelled to disclose Customer Data to law enforcement, then Lockmagic will promptly notify you and provide you a copy of the demand unless legally prohibited from doing so.

Upon receipt of any other third-party request for Customer Data (such as requests from customer's end users), Lockmagic will promptly notify you unless prohibited by law. If Lockmagic is not required by law to disclose the Customer Data, Lockmagic will reject the request. If the request is valid and Lockmagic could be compelled to disclose the requested information, Lockmagic will attempt to redirect the third party to request the Customer Data from you.

Except as customer directs, Lockmagic will not provide any third party: (1) direct, indirect, blanket or unfettered access to Customer Data; (2) the platform encryption keys used to secure Customer Data or the ability to break such encryption; or (3) any kind of access to Customer Data if Lockmagic is aware that such data is used for purposes other than those stated in the request.

In support of the above, Lockmagic may provide your basic contact information to the third party.

We will not disclose Usage data, Meta-data, Communication Data, Administrator Data, Payment Data or Support Data outside of Lockmagic or its controlled subsidiaries and affiliates except (1) as you direct, (2) with permission from an end user, (3) as described here or in your agreement(s), or (4) as required

by law. We may share Administrator Data or Payment Data with third parties for purposes of fraud prevention or to process payment transactions.

The Online Services may enable you to purchase, subscribe to, or use services, software, and content from companies other than Lockmagic ("Third Party Offerings"). If you choose to purchase, subscribe to, or use a Third-Party Offering, we may provide the third party with your Administrator Data or Payment Data. Subject to your contact preferences, the third party may use your Administrator Data to send you promotional communications. Use of that information and your use of a Third-Party Offering will be governed by the third party's privacy statement and policies.

Security

Lockmagic is committed to helping protect the security of your information. We have implemented and will maintain appropriate technical and organizational measures intended to protect your information against accidental loss, destruction, or alteration; unauthorized disclosure or access; or unlawful destruction.

For more information about the security of the Online Services, please visit the Online Services Trust Center(s) or documentation.

Data Location

Except as described below, Customer Data that Lockmagic processes on your behalf may be transferred to, and stored and processed in, the United States or any other country in which Lockmagic or its affiliates or subcontractors maintain facilities. You appoint Lockmagic to perform any such transfer of Customer Data to any such country and to store and process Customer Data to provide the Online Services.

Preview Releases

Lockmagic may offer preview, beta or other pre-release features and services ("Previews") for optional evaluation. Previews may employ lesser or different privacy and security measures than those typically present in the Online Services. We may contact you to obtain your feedback about the Preview or your interest in continuing to use it after general release.

Data Retention and Data Subject Rights

If you are an EU citizen and you wish to request that we (a) identify the personal information we have about you; (b) delete the personal information we have about you; or (c) exercise any other data subject right you may have under applicable law, please email us at info@lockmagic.com and we will work with you to comply with your request as required by law.

California Online Privacy Protection Act Compliance

Because we value your privacy, we have taken the necessary precautions to comply with the California Online Privacy Protection Act. We therefore will not distribute, with the exceptions contained in this Privacy Policy, your personal information to outside parties without your consent.

Online Privacy Policy Only

This online Privacy Policy applies only to information collected through our website and not to information collected offline.

EU Residents

Lockmagic processes personal data only on documented instructions from the controller, including about transfers of personal data to a third country or an international organization, unless required to do so by State law to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. Lockmagic ensures that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Lockmagic complies with the General Data Protection Regulation.

Lockmagic will, at the choice of the controller, which should be exercised via the Service or by emailing the choice to info@lockmagic.com delete or return all the personal data to the controller after the end of the provision of services relating to processing, and will delete existing copies unless State law requires storage of the personal data.

Your Consent

By using our Website/Extensions/Clients/Mobile Apps and any software supplied by Lockmagic, you consent to our Privacy Policy. If you do not consent to the collection and processing of the information required to be processed, we are unable to provide you with our service, and you should not use our site.

Changes to this Privacy Statement

We will occasionally update our privacy statements to reflect customer feedback and changes in our Online Services. When we post changes to a statement, we will revise the "last updated" date at the top of the statement. If there are material changes to the statement or in how Lockmagic will use Online Services information, we will notify you either by posting a notice of such changes before they take effect or by directly sending you a notification. In the event of a conflict between the terms of any agreement(s) between you and Lockmagic and this privacy statement, the terms of those agreement(s) will control. We encourage you to periodically review the privacy statements for the products and services you use to learn how Lockmagic is protecting Online Services information.

How to Contact Us

Lockmagic welcomes your comments. If you believe that Lockmagic is not adhering to its privacy or security commitments, please contact us info@lockmagic.com. Our mailing address is:

Blackout Inc.,
15127 NE 124th St #541
Redmond, WA 98052, USA