

UniDoc ehf.

Skipholt 50b, 105 Reykjavik, Iceland
Version 1.0 – Effective Date: March 1, 2025

Privacy Policy

1. Introduction

UniDoc ehf. (“we”, “us”, “our”, or “UniDoc”), a company registered in Iceland with its principal place of business at Skipholt 50b, 105 Reykjavik, Iceland, is committed to protecting the privacy of individuals whose personal data we process. This Privacy Policy explains how we collect, use, store, share, and protect personal data in connection with our software products and services, including UniPDF, UniOffice, and UniSuite (collectively, the “Software”), our website at <https://unidoc.io>, and any related services.

This Privacy Policy should be read alongside our Subscription End User License Agreement (“EULA”) available at <https://unidoc.io> and our Service Level Agreement (“SLA”) available at <https://unidoc.io/sla/>. In the event of a conflict between this Privacy Policy and any other agreement, the terms most protective of personal data shall prevail.

As a company based in Iceland, a member of the European Economic Area (EEA), UniDoc processes personal data in compliance with the General Data Protection Regulation (EU) 2016/679 (“GDPR”) and applicable Icelandic data protection legislation, including Act No. 90/2018 on Data Protection and the Processing of Personal Data.

2. Data Controller

UniDoc ehf. is the data controller for the personal data described in this Privacy Policy. For any questions or concerns regarding how we process your personal data, you may contact us at:

Email: privacy@unidoc.io

Address: UniDoc ehf., Skipholt 50b, 105 Reykjavik, Iceland

Website: <https://unidoc.io>

3. What Personal Data We Collect

3.1. Account and Licensing Data

When you purchase a license or create an account with us, we may collect:

- Full name and contact details (name, email address, phone number)
- Company or organization name and address
- Billing, checkout, transaction information and payment information (processed through our payment service providers)
- License type and subscription details
- License Code usage information

3.2. Technical Data

As described in Section 2.11 of our EULA, we may collect technical data as part of our Software support services, excluding any Confidential Information (as defined in the EULA). This may include:

- Software version and configuration information
- Operating system and hardware environment details
- Error logs and crash reports
- License Code validation data
- API usage patterns and performance metrics

3.3. Support Communication Data

When you contact our support team (at support@unidoc.io or through our GitHub repositories), we collect:

- Your name and email address
- The content of your support requests and our correspondence
- Bug reports, feature requests, and any files or documentation you provide
- System information provided for troubleshooting purposes

3.4. Website Data

When you visit our website, we may collect:

- IP address and approximate geographic location
- Browser type and version, device type, and operating system
- Pages visited, time spent on pages, and referral source
- Cookie data (see Section 10 below)

4. Purposes and Legal Basis for Processing

We process personal data for the following purposes and on the following legal bases under Article 6 of the GDPR:

4.1. Performance of a Contract (Article 6(1)(b) GDPR)

- Providing and administering your Software license and subscription
- Processing payments and managing billing
- Delivering Software updates, fixes, and patches during the Subscription Term
- Providing support and maintenance services in accordance with our SLA
- Communicating with you about your account or license

4.2. Legitimate Interest (Article 6(1)(f) GDPR)

- Improving our Software and developing new features, based on aggregated and anonymized technical data
- Detecting and preventing fraud, misuse, or unauthorized use of our Software
- Ensuring the security and stability of our Software and infrastructure
- Enforcing our EULA, including compliance with license restrictions (such as Developer and User limits)
- Listing Licensee names and products on our website and marketing materials as permitted under Section 8.3 of our EULA
- Internal analysis and operational improvement, including using artificial intelligence and machine-learning tools operated by third-party service providers on our behalf.

4.3. Legal Obligation (Article 6(1)(c) GDPR)

- Compliance with Icelandic and EEA tax and accounting obligations
- Responding to lawful requests from regulatory authorities or courts

4.4. Consent (Article 6(1)(a) GDPR)

Where applicable, we may rely on your consent for specific processing activities such as sending marketing communications. You may withdraw your consent at any time by contacting us at privacy@unidoc.io, without affecting the lawfulness of processing performed before withdrawal.

5. UniDoc as a Data Processor

In certain situations, UniDoc acts as a data processor on behalf of its customers (who are the data controllers). When our customers use our Software to process documents that contain personal data, UniDoc does not access, store, or control the content of those documents. The processing of personal data within Derivative Works (as defined in the EULA) is entirely under the control of the Licensee.

Where UniDoc acts as a data processor, we process personal data solely in accordance with the instructions of the data controller and applicable data processing agreements. Our obligations as a processor are governed by separate data processing agreements entered into with our customers, which comply with Article 28 of the GDPR.

6. Data Sharing and Transfers

6.1. Third-Party Service Providers

We may share personal data with trusted third-party service providers who assist us in operating our business, such as:

- Payment processors for handling subscription fees
- Cloud hosting and infrastructure providers
- Customer relationship management and support tools
- Analytics services (using aggregated or anonymized data where possible)
- Artificial Intelligence service providers

These providers are contractually obligated to process personal data only on our instructions and in compliance with applicable data protection laws. We ensure that appropriate data processing agreements are in place with all such providers.

6.2. Independent Controllers

Some third-party service providers we work with process personal data as independent controllers for their own purposes. We use Bright Market, LLC d/b/a FastSpring as our Merchant of Record for checkout and payment services. This means FastSpring processes transaction-related personal data, such as billing, payment, tax, and fraud-prevention data in its own capacity, not solely as our processor. FastSpring processes such data under its own privacy policy, which you will be asked to accept during checkout. We encourage you to review FastSpring's privacy documentation for details on how it handles your personal data.

6.3. International Data Transfers

As an Icelandic company, your personal data is primarily processed within the EEA. If we transfer personal data outside the EEA, we ensure that appropriate safeguards are in place in accordance with Chapter V of the GDPR, including:

- (a) European Commission adequacy decisions under Article 45 GDPR;
- (b) Standard Contractual Clauses (SCCs) approved by the European Commission under Article 46(2)(c) GDPR; or
- (c) Other appropriate safeguards as permitted under applicable data protection law.

6.4. Legal Disclosures

We may disclose personal data if required to do so by applicable law, court order, or governmental regulation, or if such disclosure is reasonably necessary to protect our rights, property, or the safety of ourselves or others, in accordance with applicable data protection laws.

7. Data Retention

We retain personal data only for as long as necessary to fulfill the purposes for which it was collected, or as required by applicable law. Our general retention periods are as follows:

Account and licensing data: Retained for the duration of your Subscription Term and for a period of three (3) years following termination or non-renewal, consistent with our confidentiality obligations under Section 8 of the EULA.

Payment records: Retained as required by Icelandic tax and accounting legislation (generally seven (7) years).

Technical data: Retained for up to two (2) years in an identifiable form, or longer in an aggregated and anonymized form.

Support communication data: Retained for the duration of the Subscription Term and for up to two (2) years thereafter.

Website analytics data: Retained in accordance with our cookie policy (see Section 10).

Upon termination or non-renewal of your license, and in accordance with Section 4.5 of the EULA, we will delete or anonymize personal data that is no longer necessary, unless retention is required by law.

8. Your Rights as a Data Subject

Under the GDPR, you have the following rights with respect to your personal data. You may exercise these rights at any time by contacting us at privacy@unidoc.io.

Right of access (Article 15): You have the right to obtain confirmation as to whether we process your personal data and, where that is the case, access to the data and related information.

Right to rectification (Article 16): You have the right to have inaccurate personal data corrected without undue delay.

Right to erasure (Article 17): You have the right to request the deletion of your personal data where one of the grounds set out in Article 17 applies.

Right to restriction of processing (Article 18): You have the right to obtain restriction of processing in the circumstances set out in Article 18.

Right to data portability (Article 20): You have the right to receive your personal data in a structured, commonly used, and machine-readable format.

Right to object (Article 21): You have the right to object to processing based on legitimate interests. We will cease processing unless we demonstrate compelling legitimate grounds.

Right to withdraw consent (Article 7(3)): Where processing is based on consent, you may withdraw your consent at any time without affecting the lawfulness of prior processing.

We will respond to any data subject request without undue delay and in any event within one (1) month of receipt. This period may be extended by two (2) further months where necessary, taking into account the complexity and number of requests.

If you believe that our processing of your personal data infringes the GDPR, you have the right to lodge a complaint with the Icelandic Data Protection Authority (Persónuvernd) at <https://www.personuvernd.is>, or with the supervisory authority in the EEA member state of your habitual residence, place of work, or place of alleged infringement.

9. Data Security

We implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing, accidental loss, destruction, or damage, in accordance with Article 32 of the GDPR. These measures include, but are not limited to:

- (a) Encryption of personal data in transit and at rest;
- (b) Access controls and authentication measures to restrict access to personal data to authorized personnel;
- (c) Regular security assessments and vulnerability testing;
- (d) Personnel security policies, including confidentiality agreements and ongoing training; and
- (e) Business continuity and disaster recovery measures.

In the event of a personal data breach, we will comply with our notification obligations under Articles 33 and 34 of the GDPR, including notifying the Icelandic Data Protection Authority without undue delay and, where feasible, within 72 hours of becoming aware of the breach.

10. Cookies and Tracking Technologies

Our website may use cookies and similar tracking technologies to enhance your experience and collect analytics data. Cookies are small text files placed on your device when you visit our website.

We use the following types of cookies:

Strictly necessary cookies: Essential for the website to function and cannot be switched off. They do not require consent.

Analytics cookies: Help us understand how visitors interact with our website by collecting information anonymously.

Functional cookies: Enable enhanced functionality and personalization.

You can manage your cookie preferences through your browser settings. Please note that disabling certain cookies may affect the functionality of our website. For more information, please refer to our Cookie Policy available on our website.

11. Children's Privacy

Our Software and services are not directed at individuals under the age of 18. We do not knowingly collect personal data from children. If we become aware that we have collected personal data from a child without appropriate parental consent, we will take steps to delete such data promptly.

12. Automated Decision Making

We may use artificial intelligence or machine-learning tools provided by third parties for internal operational purposes, such as analyzing support demand or planning workflows. We do not use those tools to make decisions about individuals that have legal or similarly significant effects.

13. Changes to This Privacy Policy

We may update this Privacy Policy from time to time to reflect changes in our practices, legal requirements, or business operations. Any material changes will be posted on our website at <https://unidoc.io> and, where appropriate, communicated to you by email. The updated Privacy Policy will indicate the effective date of the revision. We encourage you to review this Privacy Policy periodically.

14. Governing Law

This Privacy Policy shall be governed by and construed in accordance with the laws of Iceland, consistent with Section 15 of our EULA. Any disputes arising from or in connection with this Privacy Policy shall be resolved exclusively by the courts of Reykjavík, Iceland, subject to the mediation and arbitration provisions set out in the EULA.

15. Contact Information

If you have any questions, concerns, or requests regarding this Privacy Policy or our processing of your personal data, please contact us:

UniDoc ehf.

Skipholt 50b

105 Reykjavik, Iceland

Email: privacy@unidoc.io

Support: support@unidoc.io

Website: <https://unidoc.io>

For complaints about our data processing, you may also contact the Icelandic Data Protection Authority (Persónuvernd) at <https://www.personuvernd.is>.