



defibswap Privacy Policy

Defibswap UK LTD (as the UK operator) and defibswap Holding B.V. (as the provider of the website) (hereinafter: “the controller”) respects the privacy of its website visitors, in particular their rights regarding the automatic processing of personal data. We have therefore formulated and implemented a policy on complete transparency with our customers regarding the processing of personal data, its purpose(s) and the possibilities to exercise your legal rights in the best possible way.

If you require any additional information about the protection of personal data, please visit the website of the General Data Protection Regulation: <https://gdpr-info.eu/>

Until you accept the use of cookies and other tracking devices, we will not place any non-anonymised analytical cookies and / or tracking cookies on your computer, mobile phone or tablet.

With the continued visit of this website you accept these terms of use and you accept the use of cookies and other tracking systems, unless we have provided for another method of accepting cookies on our website.

The current available version of this privacy policy is the only version that applies while visiting our website until a new version replaces the current version.



1. Definitions

1.1. Website (hereinafter: "Website") www.defibswap.com.

1.2. Party responsible for processing personal data: defibswap Holding B.V., established at Noordlaan 5, 1861 GM Bergen NH, The Netherlands, Chamber of Commerce number: 89467698.

2. Access to the website

Access to and use of the website are strictly personal. You will refrain from using the data and information of this website for your own commercial, political or advertising purposes, as well as for any commercial offers, in particular unsolicited electronic offers.

3. Website content

All brands, images, texts, comments, illustrations (animated) images, video images, sounds and all the technical applications that can be used to operate this website and more generally all the components used on this website, are protected by the laws on intellectual property. Any reproduction, repetition, use or modification, by any means whatsoever, of all or just part of it, including technical applications, without the prior written permission of the controller, is strictly prohibited. The fact that the controller may not take immediate action against any infringement, cannot be considered as a tacit consent, nor of a waiver of any right to prosecute the infringing party.

4. Management of the website

4.1. For the purpose of proper management of the site, the controller may at any time:

- suspend, interrupt, reduce or decline the access to the website for a particular category of visitors;
- delete all information that may disrupt the functioning of the website or conflicts with national or international laws or is contrary to internet etiquette; and
- make the website temporarily unavailable in order to perform updates.



4.2. The controller has outsourced a part of the website management to an external partner to offer extra functionalities.

4.2.1. Description and purpose

On this website we use the [circuly checkout and subscription management software](#). [circuly](#) is a software company based in Germany, headquartered at 33602 Bielefeld, Obernstr. 50, phone: +49 176 552 884 77. This is an integrated software solution that we use to cover various aspects of our Subscription Management. These include: Checkout, customer login, invoices and payment processing, communication, return management and reporting. This information is stored on servers run by our software partner [circuly](#). It may be used by us to contact our customers and provide our subscription services. All information we collect is subject to this Privacy Policy. We use all information collected exclusively for processing the (subscription) order.

4.2.2. Legal basis

The legal basis for the use of [circuly](#) services is Art. 6 para. 1 lit. f) DSGVO (legitimate interest). Our legitimate interest in using this service is the efficient and customer-friendly processing of subscription contracts.

4.2.3. Recipient

The recipient is [circuly](#) GmbH, Obernstr. 50, 33602 Bielefeld, Germany.

4.2.4. Transfer to Third Countries

Through the use of the service, personal data may be transferred to a third country. In the event of a transfer of personal data, the Provider shall ensure the level of protection of the DSGVO by complying with Art. 44 et seq. DSGVO. If there is no adequacy decision with the third country in which the data importer is based, the transfer is subject to appropriate safeguards. If you have any queries, please contact our data protection officer.

4.2.5. Duration of data storage

The data is deleted as soon as it is no longer required to achieve the purpose for which it was collected. Furthermore, the data will be deleted if you revoke your consent or request the deletion of the personal data.

4.2.6. Possibility of objection



In accordance with Art. 21 (1) DSGVO, you have the right to object to the processing of your personal data at any time. If you exercise your right, processing for this purpose will no longer take place. Further information on this can be found above in our data protection declaration under "Rights of data subjects".

4.2.7. Contractual or legal obligation

There is no contractual or legal obligation to provide the data. Further data protection information via link.

4.2.8. Further data protection information via link

<https://www.circuly.io/data-privacy>

<https://www.circuly.io/data-processing-agreement>

5. Responsibilities

5.1. The controller is not liable for any failure, disturbances, difficulties or interruptions in the functioning of the website, causing the (temporary) inaccessibility of the website or of any of its functionalities. You, yourself, are responsible for the way you seek connection to our website. You need to take all appropriate steps to protect your equipment and data against hazards such as virus attacks on the Internet.

Furthermore, you are responsible for which websites you visit and what information you seek.

5.2. The controller is not liable for any legal proceedings taken against you:

- because of the use of the website or services accessible via the Internet; and
- for violating the terms of this privacy policy.

5.3. The controller is not liable for any damages that incur to you or third parties or your equipment, as a result of your connection to or use of the website and you will refrain from any subsequent (legal) action against the controller.

5.4. If the controller is involved in a dispute because of your (ab)use of this website, he is entitled to (re)claim all subsequent damages from you.



6. Collection of data

- 6.1. Your personal data will be collected by defibswap Holding B.V. and (an) external processor(s) .
- 6.2. Personal data means any information relating to an identified or identifiable natural person ('data subject').
- 6.3. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 6.4. The personal data that are collected on the website are used mainly by the collector in order to maintain a (commercial) relationship with you and if applicable in order to process your orders. They are recorded in an (electronic) register.

7. Your rights regarding information

- 7.1. Pursuant to Article 13 paragraph 2 sub b GDPR each data subject has the right to information on and access to, and rectification, erasure and restriction of processing of his personal data, as well as the right to object to the processing and the right to data portability.
- 7.2. You can exercise these rights by contacting us at legal@defibswap.com.
- 7.3. Each request must be accompanied by a copy of a valid ID, on which you put your signature and state the address where we can contact you.
- 7.4. Within one month of the submitted request, you will receive an answer from us.
- 7.5. Depending on the complexity and the number of the requests this period may be extended to two months.



8. Legal obligations

- 8.1. In case of infringement of any law or regulation, of which a visitor is suspected and for which the authorities require the personal data collected by the collector, they will be provided to them after an explicit and reasoned request of those authorities, after which these personal data do not fall anymore under the protection of the provisions of this Privacy policy.
- 8.2. If any information is necessary in order to obtain access to certain features of the website, the controller will indicate the mandatory nature of this information when requesting these data.

9. Collected data and commercial offers

- 9.1. You may receive commercial offers from the collector. If you do not wish to receive them (anymore), please send us an email to the following address: legal@defibswap.com.
- 9.2. Your personal data may be used by our partners for commercial purposes. If you do not wish this to happen, please send us an email to the following address: legal@defibswap.com.
- 9.3. If you encounter any personal data from other data subjects while visiting our website, you are to refrain from collection, any unauthorized use or any other act that constitutes an infringement of the privacy of the data subject(s) in question. The collector is not responsible in these circumstances.

10. Data retention

The collected data are used and retained for the duration determined by law.



11. Cookies

11.1. A cookie is a small text file placed on the hard drive of your electronic device upon visiting our website. A cookie contains data so you can be recognized as a visitor when you are visiting our website. It enables us to adjust to your needs and it facilitates you to log in on our website. When you visit our website, we inform you about the use of cookies. By continuing to use our website you accept its use, unless we ask permission by other means. Your consent is valid for a period of thirteen months.

11.2. We use the following types of cookies on our website:

- Functional cookies: like session and login cookies to collect session and login information.
- Anonymised Analytic cookies: to obtain information regarding the visits to our website, like numbers of visitors, popular pages and topics. In this way we can adjust our communication and information to the needs of our visitors. We cannot see who visits our sites or from which personal device the visit has taken place.

11.3. Specifically, we use the following cookies on our website:

- No other cookies.

11.4. When you visit our website, cookies from the controller and / or third parties may be installed on your equipment.

11.5. For more information about using, managing and deleting cookies for each electronic device, we invite you to consult the following link:

<https://autoriteitpersoonsgegevens.nl/nl/onderwerpen/internet-telefoon-tv-en-post/cookies#faq>

12. Imagery and products offered

You cannot derive any rights from the imagery that accompanies any offered product on our website.



13. Applicable Law

These conditions are governed by Dutch law. The court in the district where the collector has its place of business has the sole jurisdiction if any dispute regarding these conditions may arise, save when a legal exception applies.

14. Contact

For questions, product information or information about the website itself, please contact: Cas Bierkens, legal@defibswap.com .

This Privacy Policy was last revised on July 25, 2023.