

EU Data Notice

ALWIN CIPE

Manufacturer / Service provider:

Abloy Oy, Wahlforssinkatu 20, 80100 Joensuu, Finland

1. Introduction

1.1. General

This information notice explains how data generated by, or collected through, the ALWIN CIPE Controller (the "Product") is accessed, used, and shared (including to provide ALWIN CIPE software set out in section 3 below (the "Service")) and how the data is otherwise processed, in line with the requirements under Article 3 of the EU Data Act.

1.2. Product and service description

ALWIN CIPE is an access management system offering key and mobile access management under one platform provided as a service. ALWIN CIPE can be used to manage various locking products, and it is accessed using an internet browser.

1.3. Data holders

The following parties receive data from the Product and may use the data for their own purposes ('data holders'): Abloy Oy is the data holder. ALWIN CIPE also offers integrations to 3rd party systems. User can identify such 3rd parties as integrations are enabled when specifically requested by the user. ALWIN CIPE can be integrated with other products offered from the ASSA ABLOY Group, which include:

- ABLOY BEAT
- CLIQ

Data Act information can be found at <https://www.assaabloy.com/group/emeia/campaigns/eu-data-act>

1.4. Terms of use and quality of service

ALWIN CIPE service description and End User License Agreement (EULA) are provided and need to be accepted before ordering the software.

2. Data obtained by ALWIN CIPE

Product name	Nature of data	Format	Estimated volume	Collection frequency	Data retention
ALWIN CIPE	Event based on actions performed in the software	SQL Database	Depends on usage. Average amount is 30MB per system	Data is generated continuously based in usage of the software	Data is stored on AWS cloud server. Retention period is configurable (1-3650 days), default retention period is 365 days
ALWIN CIPE PROTEC2 CLIQ integration UI	Audit log for the use of the CLIQ integration in the ALWIN CIPE software by the user. e.g. changing access profile contents and adding or removing lock opening rights to a key	SQL Database	Around 820 bytes per event	Data is generated each time there is a change made in one of the CLIQ component programming via ALWIN CIPE user interface.	Default setting is 365 days

3. Data access and user capabilities

Direct access to data	Indirect access to data	Erasure of data
The user can access the access log and audit log via the ALWIN CIPE UI reports section. Selected data can then be exported in xls and csv format	Operational logs and event logs can be viewed on the user interface, however, cannot be exported. To access these logs, please contact dataact@abloy.com	Access log and the audit log can only be erased from the Service by removing the entire database or by waiting for the set data retention time to pass

4. Data sharing and use

Type of data	Data use	Sharing of data	Identity of data recipient
Access logs and audit logs	Data is used only for problem solving situations by the request of the customer	Data is not shared with third parties	n/a

5. How to request data sharing

You may request us to share data with a specific third party by contacting our customer support. We may under certain circumstances deny a request of data sharing to third parties.

6. Right to lodge a complaint

If you believe our handling of your data infringes your rights under applicable legislation, you have the right to lodge a complaint with the competent authority in your jurisdiction.

7. Trade secrets

In some cases, data from the connected products or related services may include trade secrets that we or our partners own. Trade secrets shall be preserved and disclosed only where all necessary measures prior to preserve their confidentiality are taken, in particular regarding third parties. In

exceptional circumstances, our ability to grant access to data may be limited due to trade secrets. We maintain confidentiality obligations to protect any trade secrets contained within your data.

8. Term and termination

Your contract with Abloy Oy is valid for an annual subscription beginning on the date you sign up or otherwise agree to the Terms of Use of the Service. You may end the contract by the end of your billing period by contacting our customer support or by ending the agreement in our customer service portal.

9. Contact information

Should you have any questions regarding the data generated by the Product or the Service, do not hesitate to contact our customer support at dataact@abloy.com