

Privacy Policy

Kognuit | Contact: support@kognuit.com

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This Privacy Policy explains how Inicijalna Vizija d.o.o. collects, uses, stores and shares personal data when you visit, create an account with, purchase or use Kognuit.

1. Introduction

The data controller is Inicijalna Vizija d.o.o. za multimedijalne djelatnosti. In this Privacy Policy, "Kognuit," "we," "us" and "our" refer to Inicijalna Vizija d.o.o.

Kognuit provides essential account, purchase, entitlement, security, playback-resume and service operations. Optional first-party analytics is separate and starts only after a recorded choice, except for minimized operational facts that are necessary to operate, secure and reconcile the Service.

2. Personal Data We Collect

The personal data we collect depends on how you interact with Kognuit.

Account information. When you create or use an account, we may collect:

- your email address and name, where provided;
- an internal user identifier, account status and authentication state;
- a securely generated password hash where password authentication is used;
- your preferred language, product settings and onboarding state; and
- account creation, verification and login timestamps.

We do not store your password in readable form.

Purchase and transaction information. When you purchase Kognuit, we may collect or receive:

- the product purchased and associated access entitlement;
- transaction, order, product and price identifiers;
- purchase date and time, amount paid, subtotal, tax and currency;
- discount or coupon information and payment status;
- billing country or region and limited customer or payment-method details supplied by the payment provider; and
- refund, dispute or chargeback information.

When Paddle is shown at checkout, Paddle processes payment-card information as Merchant of Record and authorised payment reseller. Kognuit does not ordinarily receive or store your complete card number or card security code.

Service, learning-progress and resume information. To provide Kognuit, we may collect recordings opened or played, playback position, completion and resume state, selected level or playlist, player preferences, account-entitlement checks, and the date and time of activity. These operational records remain separate from optional analytics consent where they are needed to deliver access, save progress or maintain the Service.

Optional first-party product analytics. If you allow product analytics, Kognuit may use random first-party identifiers and collect registered page, section, control and navigation events; coarse device, browser and operating-system classes; approximate country derived at request time; bounded technical performance and error categories; and consented listening measurements. Listening measurements can include valid wall-clock playback, media traversal, replay, pause, seek, playback-rate,

foreground, background or unknown visibility, buffering, safe audio-error categories, natural endings, qualified completion, auto-continuation, and timing-derived target-language, native-language or unknown exposure. Exposure is a playback measure and is not a claim of comprehension or proficiency.

Optional marketing attribution. If you separately allow marketing attribution, Kognuit may collect sanitized campaign labels, referrer host and registered landing context. Raw advertising click identifiers are not stored.

Privacy exclusions for optional analytics. Generic analytics does not retain raw IP addresses or full user-agent strings and does not collect advertising pixels, fingerprinting, session replay, keystrokes, form contents, passwords, authentication tokens, verification URLs, complete payment-card details, scripts, transcripts or free-form support messages. Rejected analytics payloads are not retained.

Device, system and security information. Our systems and functional service providers may process IP address, browser and device details, operating system, approximate region, server logs, authentication and security events, and crash or diagnostic information where needed to deliver, protect and troubleshoot the Service. This essential operational processing is separate from optional first-party analytics.

Communications and support. If you contact us, we may process your name and contact details, the contents and attachments of your message, relevant order or account information, our replies, complaint or refund status, and communication timestamps.

Offers and marketing. If you request a coupon, discount or product information, we may use your email address to send the requested message. Ongoing promotional email is sent only where we have an appropriate legal basis, including consent where required. A transactional request does not automatically consent you to unrelated ongoing marketing.

Optional future features. If Kognuit introduces an optional feature through which you submit text, speech or other content, we may process that content to provide the feature. We will update this Privacy Policy and provide any additional notice or consent required before a material change.

3. How We Collect Personal Data

We collect personal data:

- directly from you;
- automatically when you use the Service;
- from payment and authentication providers;
- from service providers that operate parts of the Service; and
- where legally permitted, from fraud-prevention or security sources.

4. Why We Process Personal Data

We process personal data only where there is an appropriate purpose and legal basis.

To perform our contract with you. We process data where necessary to create and operate your account, process and support your purchase, activate and verify access, deliver content, save playback progress and preferences, provide customer support, process refund requests, and send essential account, purchase and service communications.

To comply with legal obligations. We may process and retain data to keep accounting and tax records, issue transaction documentation, respond to lawful requests, maintain consumer-complaint records, fulfil consumer-protection duties, prevent prohibited transactions and demonstrate compliance.

For our legitimate interests. Where permitted by law, we process limited data to secure accounts and systems, prevent fraud and abuse, diagnose technical problems, maintain reliability, improve recordings and interfaces, defend legal claims and manage our business. We consider necessity and whether your rights and interests override ours.

With your consent. We rely on consent where required for optional product analytics, optional marketing attribution, ongoing promotional email and other clearly identified optional processing. You may withdraw consent at any time. Withdrawal does not

affect processing that occurred lawfully before withdrawal.

5. Payment Processing

When Paddle is shown at checkout, Paddle acts as Merchant of Record and authorised payment reseller. Paddle processes payment and billing information, payment-method details, IP address, device and fraud-prevention signals, transaction data, indirect tax, receipts or invoices, refunds, disputes, chargebacks, and payment-related support under its own Buyer Terms and privacy notice.

Depending on the activity and applicable law, Paddle may act as an independent controller for payment-reseller, tax, regulatory, fraud-prevention and support obligations. The responsible Paddle legal entity depends on the buyer's location under Paddle's current Buyer Terms.

Inicijalna Vizija d.o.o. operates and delivers Kognuit. We send Paddle the minimum trusted account and offer references needed to create and reconcile a purchase. We receive the identifiers, amounts, status and limited customer details needed to activate or revoke access, support the purchase, prevent fraud and keep required records. We store a cryptographic digest of each verified payment notification rather than the full notification body.

A browser checkout event is diagnostic only. Verified payment notifications, Paddle transaction records and active Kognuit entitlements are authoritative for purchases and access.

6. Cookies and Analytics Choices

Kognuit uses essential cookies or similar storage for login sessions, authentication, account security, fraud prevention, user preferences, checkout continuity, consent choice and operation of the audio player. Essential technologies are needed to provide the Service and cannot always be disabled without preventing core features from working.

Optional first-party analytics remains off until you choose it. The first-visit controls offer equally clear choices to 'Accept analytics' or use 'Only essential.' 'Cookie & analytics settings' remains available so you can separately manage product analytics and marketing attribution or withdraw optional consent.

- kogduit_analytics_consent records your purpose choices and policy version so Kognuit can respect them;
- kogduit_analytics_anonymous_id is a random optional first-party identifier created only after optional consent; and
- kogduit_analytics_session_id is a random optional session identifier with a 30-minute idle expiry.

A Global Privacy Control or Do Not Track signal keeps optional analytics off while the signal is active. Before consent, Kognuit does not issue the optional analytics identity or session cookies and does not accept optional browser events.

Withdrawing optional consent stops new optional collection and expires the optional identity and session cookies. Essential account, purchase, entitlement, security and resume-state functions continue. You can also control cookies through your browser, although blocking essential cookies may prevent login or other core features.

7. How We Share Personal Data

We share personal data only where reasonably necessary to provide, secure, support and comply with the law for Kognuit. Recipients may include:

- Paddle, when shown at checkout, for Merchant-of-Record payment processing, indirect tax, receipts or invoices, refunds, disputes, chargebacks, fraud prevention and payment support;
- authentication, hosting, database, storage, email and security providers;
- professional advisers such as accountants, auditors, insurers and legal advisers;
- public authorities or other parties where disclosure is legally required or necessary to protect rights, security, users or the public; and
- a buyer or successor in a lawful corporate transaction, subject to appropriate safeguards.

We do not sell personal data. Kognuit does not introduce a third-party advertising or analytics provider for the optional first-party analytics described in this Policy. Functional providers such as hosting, database and payment services continue to process data only for their relevant services or independently disclosed legal obligations.

8. International Data Transfers

Some service providers may process personal data outside Croatia or the European Economic Area. Where required, we use an approved legal transfer mechanism, such as an adequacy decision, European Commission standard contractual clauses, another legally recognised safeguard or a permitted legal exception.

We take reasonable steps to ensure that transferred data receives an appropriate level of protection.

9. Data Retention

We retain personal data only for as long as necessary for the relevant purpose and any applicable legal, accounting, tax, fraud-prevention or dispute-resolution requirement. Current analytics limits are:

- optional raw analytics events, web sessions, random optional identifiers, attribution snapshots and raw listening attempts or segments: no more than 395 days;
- analytics ingestion-rejection metadata: no more than 30 days, without rejected payload content;
- short-lived analytics rate-limit buckets: normally no more than 24 hours;
- non-identifying aggregate analytics rollups: up to 25 months where needed for trends and comparisons; and
- consent evidence, pipeline and reconciliation evidence, security logs and administrator audit evidence: for the period reasonably required to demonstrate choices, integrity, security and compliance.

Account and entitlement data may be retained while an account remains active and access must be provided. Purchase and accounting records are retained for periods required by applicable law. Support, refund and complaint records are retained as needed to resolve the matter and demonstrate compliance. Marketing data is retained until you unsubscribe, withdraw consent or it is no longer needed. Information needed for a legal claim may be retained until the relevant limitation period expires.

We may retain anonymised or aggregated information that no longer identifies you. Backup copies may remain temporarily after deletion until overwritten through the ordinary backup cycle.

10. Security

We use reasonable technical and organisational safeguards designed to protect personal data against unauthorised access, loss, misuse, alteration or disclosure. Measures may include:

- encrypted transmission and protected storage paths;
- access controls and secure authentication;
- separation and auditing of administrative access;
- restricted access to production systems;
- monitoring, logging and bounded error categories;
- secure payment processing; and
- backup and recovery procedures.

No internet service can guarantee absolute security. You are responsible for protecting your login credentials and notifying us of suspected unauthorised access.

11. Your Data Protection Rights

Depending on applicable law, you may have the right to:

- receive information about how your data is processed;
- access personal data we hold about you;
- correct inaccurate or incomplete data;
- request erasure or restriction of processing;
- receive certain data in a portable format;
- object to processing based on legitimate interests or to direct marketing;
- withdraw consent; and
- lodge a complaint with a supervisory authority.

To exercise a right, email support@kognuit.com. We may need to verify your identity. We will respond without undue delay and ordinarily within one month, subject to any lawful extension. Rights are not absolute; for example, transaction information may need to be retained for accounting, tax or legal obligations.

You may lodge a complaint with the Croatian Personal Data Protection Agency - AZOP, or with the competent authority in the EU or EEA country where you live, work or believe an infringement occurred.

12. Account Deletion and Analytics Withdrawal

You may request deletion of your account by contacting support@kognuit.com or through an account-deletion function where available. Deleting data needed to verify a purchase and provide access may permanently end access to Kognuit. We will explain this consequence where reasonably possible.

Account deletion deletes or de-links optional person-linked raw analytics as applicable. Non-identifying aggregate rollups cannot be re-linked after the protected subject mapping is removed. Deletion does not require us to erase information that must be retained for legal, accounting, fraud-prevention or dispute-resolution purposes.

Withdrawing optional analytics consent is different from account deletion. Withdrawal immediately stops future optional collection and removes optional analytics cookies, while essential product operation and any lawfully collected prior records continue subject to this Policy and the retention limits above.

13. Marketing Choices

You can unsubscribe from promotional emails using the unsubscribe function in the message or by contacting support@kognuit.com. Even after unsubscribing, we may continue to send necessary communications about your account, security, payment, access, refunds, policy changes, service interruptions or support requests.

14. Automated Decision-Making

We do not currently use personal data to make decisions based solely on automated processing that produce legal or similarly significant effects concerning you. Automated systems may be used for routine fraud, security, payment or access checks. Where applicable law grants rights concerning such processing, contact us for further information.

Analytics forecasts, experiments and measured associations support internal product decisions. They are not guarantees and are not used as proof of a person's comprehension, proficiency or legal status.

15. Children

Kognuit is not intended to be purchased directly by children. We do not knowingly create commercial accounts for children under 16 without involvement from a parent or legal guardian. A parent or guardian who purchases Kognuit for a minor is responsible for supervising the minor's use. If you believe a child provided personal data without appropriate authorisation, contact support@kognuit.com.

16. Third-Party Links

Kognuit may contain links to third-party websites or services. Their privacy practices are governed by their own policies. We are not responsible for the independent privacy practices of third parties.

17. Changes to this Privacy Policy

We may update this Privacy Policy to reflect changes in the Service, technology, providers or applicable law. The current version displays its effective date. Material changes will be communicated through the Service or by email where appropriate.

Changing the analytics consent-policy version causes optional analytics to remain off until a new choice is recorded.

18. Contact

Data controller: Inicijalna Vizija d.o.o. za multimedijalne djelatnosti.

Brand and service: Kognuit.

Privacy questions, rights requests and support: support@kognuit.com.

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