

SITE IMPACT PRIVACY POLICY

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1. INTRODUCTION

Introduction to Site Impact's Services

Site Impact and its various affiliates and subsidiaries provide to clients a wide variety of data-driven marketing services to help our clients provide more targeted, efficient and relevant marketing and communications. Our clients may use our services to advertise to and communicate through various media channels, such as, email, display ads, social channels, direct mail, or other mediums.

The data we aggregate is not collected on this Website, but rather is received from data suppliers and partners. This Privacy Policy is offered to clients and users who want to learn more about our data collection and marketing services and exercise certain rights regarding such data.

Introduction to the Privacy Policy

This Privacy Policy describes how Site Impact (“**Site Impact**”, “we”, “us”, “our”) collects, uses, and discloses the information it receives from its data-driven marketing services, it collects on this website (the “**Website**”) and that it otherwise receives from you (collectively, the “**Services**”). Please read this Privacy Policy carefully. By accessing or using the Website or any other Services, you agree to the collection, use, and sharing of your information as described herein. If you do not agree to this Privacy Policy, please do not access and use the Website.

Site Impact reserves the right to change this Privacy Policy at any time and will notify users of the existence of a new privacy statement. This statement and the policies outlined here are not intended to and do not create any contractual or other legal rights in or on behalf of any party.

Business Clients

If you represent a business and/or are specifically interested in the information that Site Impact collects to provide its Services, please refer to Sections 2, 3, and 6 below.

Website Users

To understand the ways in which we collect, use, and share information we've collected on the Website, please refer to Sections 4, 5, 6, and 8 through 13 below.

Data Subject Access Rights under Certain U.S. State Laws

If you are a resident of a U.S. state with a comprehensive consumer privacy law, please see the section called “Additional U.S. State Privacy Rights” below to learn about what additional rights you may have regarding your information.

2. INFORMATION WE COLLECT FOR OUR SERVICES

To provide our advertising and marketing Services, we obtain the following categories of information from third-party suppliers and sources. Such information may be exact (such as an individual's full name), or it may be presented on a segment level (e.g. "household income between \$40,000 - \$49,000"). Some of the below categories of information are given to us as estimates, predictions, or inferences. The information we obtain for our Services may include:

- *Basic identifiers and contact information*, including name, home address, and email address, as well as unique identifiers linked to these records which allow us to associate the information within this subsection.
- *Household identifiers and characteristics*, such as ages and genders of persons in a household, the composition of a household (e.g., number of children and adults), and employment details of household members.
- *Geographic and residential information*, such as address, neighborhood, residence type, residence value, other characteristics of a residence, voting district, census block, ZIP code, county, and general region.
- *Age and demographic information*, such as age, ethnicity, language, religion, or country of origin.
- *Education information*, including the number of years spent in school and the level of education or degree achieved.
- *Health information*, such as the presence of certain ailments or health issues.
- *Lifestyle information and commercial information*, such as marriage status, pet ownership details, hobbies, and affinities for certain types of goods groups, interests, or activities.
- *Spending habits and characteristics*, including type(s) of credit cards used, spending habits and interests, and expenses for certain types of purchases (e.g., vacations).
- *Political activity and preferences*, such as political party, political contribution activity, voter registration status, and donor codes.
- *Earnings and financial information*, including annual income, purchasing power, details on mortgage or other loans, property value, general investment activity, and asset values.
- *Other inferred classifications and characteristics*, including inferred information such as the type or classification that a given consumer is likely to fit within based upon the above factors.

- *Automotive information*, such as the type of automobile owned, new or used car purchases, or number of cars in a given home.

3. HOW WE USE INFORMATION TO PROVIDE OUR

SERVICES We may use the above information we collect to provide the Services to:

- Help our clients and businesses providing services to or partnering with our clients to target, deliver, and optimize their advertising efforts and marketing campaigns;
- Measure the effectiveness of our clients' advertising campaigns;
- Grow and enrich our marketing and advertising databases;
- Tailor our clients' advertising campaigns and identify individuals who will or will not be targeted with certain advertisements;
- Create sets of consumer attributes or data segments, which we then use to facilitate our clients' marketing campaigns;
- Compile statistical analyses, including aggregate statistical reports; and
- Comply with applicable law and other legal requirements.

4. INFORMATION WE COLLECT FROM OUR WEBSITE

The Website is primarily directed to potential and existing clients that may wish to use our Services. If you visit our Website or otherwise interact with us, we may collect the following information from you:

- *Account Registration*. When you create an account on the Website, we collect the information you provide to us in order to create your account. Such information may include your name, email, and password
- *Contact and Other Inquiry Forms*. You may provide us with certain information when you contact us on the Website or when you otherwise send us an inquiry, including your name, email address, and content of your request.
- *Comments or Discussions*. We will receive any information you choose to include when you post a comment on our blog or otherwise post content to the Website.
- *Job Applications*. If you apply for a job with us, we will receive your name, email address and other contact information, and resume or CV details.
- *Automatically Collected Information*. If you visit our Website, we may collect and store certain information about your use of these sites, including your location, IP

address, the name of the domain from which you access the Internet, the date and time you access our site, and the Internet address of the website you used to link directly to the Website.

The Website uses cookies and similar analytic and tracking technologies to facilitate easier navigation and provide a higher level of convenience. A cookie is a small piece of information about an Internet session that may be created when a user accesses a website. Cookies and similar analytic or tracking technologies may automatically collect information about users. The cookies used by our Website are not written to your hard drive, exist only until your browser is closed. To learn more about cookies, please refer to Section 11 below.

5. HOW WE USE WEBSITE INFORMATION

We may use the information we collect from you on the Website for certain purposes, including to:

- Provide the Site Impact Services;
- Create and maintain your account with us;
- Communicate with you;
- Provide you with special offers or promotions;
- Promote Site Impact's platforms and Services;
- Process and evaluate your application for employment;
- Better understand the way users interact with our Website;
- Provide customer support and respond to inquiries;
- Process orders;
- Process payments;
- Monitor the Website to protect against fraud or other malicious or damaging activity;
- Maintain the security of the Website;
- Enforce any applicable terms; and
- Comply with applicable law and other legal requirements.

6. HOW WE SHARE INFORMATION FOR BUSINESS PURPOSES

We may share the information we have collected for the Services and on the Website for a number of reasons. For example, we may share this information for certain business purposes, including:

- *With service providers and partners*

We use certain service providers and partners to help us operate or improve the Website and our Services. These service providers and partners assist us with various tasks, including data storage, payment processing, analytics, and campaign management.

In addition to the above, we may share information in the following circumstances for the following purposes:

- *For business transactions*

We may transfer information if we are involved, in whole or in part, in a merger, sale, acquisition, divestiture, restructuring, reorganization, dissolution, bankruptcy or other change of ownership or control.

- *When required by law*

We may also share information if we also under a duty to disclose or share information in order to comply with any law or other legal obligation, respond to legal process, cooperate with law enforcement, exercise or defend legal claims, or to protect the rights, property, or safety of Site Impact, our customers or others.

- *With consent or by request*

With an individual's permission or direction, we may disclose that individual's information to a third party recipient.

7. ADDITIONAL U.S. STATE PRIVACY RIGHTS

If you are a resident of California, Virginia, Colorado, Connecticut, Utah, Texas, Oregon, Montana or another state with a similar comprehensive consumer privacy law (collectively, "Covered States"), you may have specific rights regarding your personal information (sometimes called personal data) under: the California Consumer Privacy Act ("CCPA"), Virginia Consumer Data Protection Act, Colorado Privacy Act, Connecticut Data Privacy Act, Utah Consumer Privacy Act, Texas Data Privacy and Security Act, Oregon Consumer Privacy Act, Montana Consumer Data Privacy Act and other applicable laws (collectively, "State Privacy Laws"). This section describes the rights that consumers of Covered States have and explains how to exercise those rights. To be clear, these rights are granted only to the extent that you are considered a consumer of a Covered State and we are acting as a "controller" or "business" (as applicable) under State Privacy Laws with respect to your personal information.

The categories of personal information we process, our purposes for processing your personal information, the categories of personal information that we share with third parties, and the categories of third parties with whom we share it are set forth in the terms of the Privacy Policy above.

In addition to the rights set forth in our Privacy Policy, State Privacy Laws may, depending on your state of residence, provide you with the following rights:

- **Right to know.** You may have the right to know whether we process your personal information and to access such personal information. You may also have the right to request that we disclose certain information to you about our collection, use, or disclosure of your personal information.
- **Right to data portability.** You may have the right to obtain a copy of your personal information that you previously provided to us in a portable and, to the extent technically feasible, readily usable format that allows you to transmit the data to another business without hindrance, where the processing is carried out by automated means.
- **Right to delete.** You may have the right to delete personal information that you have provided by or that we have obtained about you. Please note that we may deny such request if the requested deletion falls under an exception as set forth in the State Privacy Laws. We may also keep a record of your request.
- **Right to correct.** You may have the right to correct inaccuracies in your personal information, taking into account the nature of the personal information and the purposes for which we process it.
- **Right to opt out.** You have the right to opt out of the processing of your personal information for purposes of: (i) targeted advertising; (ii) the sale of personal information; (iii) profiling in furtherance of decisions that produce legal or similarly significant effects concerning you or (iv) selling/sharing (as defined by the CCPA). As of the latest date of the Privacy Policy:
 - We may process personal information or share it with third parties for the purposes of targeted advertising;
 - We may sell your personal information in exchange for monetary or other valuable consideration; and
 - We *do not* engage in profiling decision based on your personal information that produce legal or similarly significant effects concerning you.

If you wish to opt out of the processing of your personal information for any of the above purposes, or opt back in, please visit the web page [**Your Privacy Choices**](#).

For residents of Covered States where required by their laws, we will also treat opt-out preference signals as valid opt-out requests. We do not sell or share the personal information of consumers we actually know are less than

16 years of age, unless we receive affirmative authorization (the "right to opt-in") from either the consumer who is less than 16 (but greater than 13) years of age, or the parent or guardian of a consumer less than 13 years of age. To our knowledge, we do not sell or share the personal information of minors under 16 years of age.

- **Right to nondiscrimination.** You have the right not to receive discriminatory treatment by us for the exercise of your privacy rights. Unless permitted by the State Privacy Laws, we will not:
 - Deny you goods or services;
 - Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
 - Provide you a different level or quality of goods or services; or
 - Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

EXERCISING YOUR U.S. STATE PRIVACY RIGHTS.

To exercise any of the rights described above, you may:

- Visit the following page: "[Your Privacy Choices](#)"
- Email us at dataprivacy@siteimpact.com.
- Call us at (844) 312-5264 (toll-free)

Only you, or a person or business entity that you authorize to act on your behalf (an "authorized agent"), may make the requests set forth above. You may also make a request on behalf of your minor child. If you are an authorized agent or an adult acting on behalf of your minor child, please reach out by emailing to dataprivacy@siteimpact.com so we could verify your authority.

In order to protect the security of your personal information, we will not honor a request if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. The method used to verify your identity will vary depending on the nature of the request. Generally speaking, verification will be performed by confirming that you are the owner of the email address to which the request relates.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

We will make every effort to respond to your request within 45 days from when you contacted us. If you have a complex request, the State Privacy Laws allow us up to 90 days to respond. We will still contact you within 45 days from when you contacted us to let you know we need more time to respond.

If we decline to take action on a request that you have submitted, we will inform you of our reasons for doing so, and provide instructions for how to appeal the

decision. Depending on your state of residence you may have the right to appeal within a reasonable period of time after you have received our decision. If you have this appeal right, within 60 days (45 days for residents of Colorado) of our receipt of your appeal, we will inform you in writing of any action taken or not taken in response to the appeal, including a written explanation of the reasons for the decisions. If we deny your appeal, we will provide you with a method for contacting your state attorney general's office to submit a complaint.

8. THIRD PARTY WEBSITES AND LINKS

Our Website may contain links to other online platforms operated by third parties. We do not control such other online platforms and are not responsible for their content, their privacy policies, or their use of your information. Information you provide on public or semi-public venues, including information you share on third-party social networking platforms (such as Facebook or Twitter) may also be viewable by other users of the Website and/or users of those third-party online platforms without limitation as to its use by us or by a third party. Our inclusion of such links does not, by itself, imply any endorsement of the content on such platforms or of their owners or operators. We expressly disclaim any and all liability for the actions of third parties, including but without limitation to actions relating to the use and/or disclosure of information by third parties. Any information submitted by you directly to these third parties is subject to that third party's privacy policy.

9. SOCIAL FEATURES

Certain features of the Website permit you to initiate interactions between the Website and third-party services or platforms, such as social networks ("Social Features"). Social Features include features that allow you to click and access Site Impact's pages on certain third-party platforms, such as Facebook and Twitter, and from there to "like" or "share" our content on those platforms. Use of Social Features may entail a third party's collection and/or use of your data. If you use Social Features or similar third-party services, information you post or otherwise make accessible may be publicly displayed by the third-party service you are using. Both Site Impact and the third party may have access to information about you and your use of the Website and the third-party service.

10. USER GENERATED CONTENT

The Website may provide users with the ability to interact and post public comments. Through your participation in these features, you may submit your comments ("User-Generated Content" or "UGC") on our blog or other discussion board(s). We or others may store, display, reproduce, publish, or otherwise use UGC, and may or may not attribute it to you. Others may also have access to UGC and may have the ability to share it with third parties. If you choose to submit UGC to any public area of the Website, your UGC will be considered "public" and will be accessible by anyone, including Site Impact.

Please note that we do not control who will have access to the information that you choose to make available to others, and cannot ensure that parties who have access to such information will respect your privacy or keep it secure. We are not responsible for the privacy or security of any information that you make publicly available on the features permitting creation of UGC or what others do with information you share with them on such platforms. We are not responsible for the accuracy, use or misuse of any UGC that you disclose or receive from third parties through the forums or email lists.

11. COOKIES AND TRACKING

Do Not Track Signals

Except as required by State Privacy Laws as described above, we do not currently respond to browser Do Not Track signals or other browser or device based mechanisms that provide a method to opt out of the collection of information across the networks of websites and online services in which we participate.

Cookies and Other Tracking Technologies

You may control the way in which your devices permit the use of cookies or similar tracking technologies. If you so choose, you may block or delete our cookies from your browser; however, blocking or deleting cookies may cause some parts of Site Impact's Website, including any portal features and general functionality, to work incorrectly.

Most browsers accept cookies automatically. However, you may be able to configure your browser settings to use the Website or Services without some cookie functionality. You can delete cookies manually or set your browser to automatically delete cookies on a pre-determined schedule. For example, in the Internet Explorer menu bar, select: Tools -Internet Options-Browsing History-Delete to view manual and automatic options.

12. SECURITY

Please note that any information you send to us electronically, while using the Website or otherwise interacting with us, may not be secure when it is transmitted to us. We recommend that you do not use unsecure channels to communicate sensitive or confidential information to us. Please be aware though that, despite our best efforts, no security measures are perfect or impenetrable, and we cannot guarantee "perfect security." Any information you send us through any means is transmitted at your own risk.

13. DATA RETENTION

We will retain your personal information for as long as we have a legitimate business purpose in processing such information or as necessary to comply with our legal obligations and commitments. Even if we delete some or all of your information, we may continue to retain and use anonymous or aggregate data, or any other data that constitutes non-personal information.

14. CHILDREN'S PRIVACY

We do not seek or knowingly collect any personal information about children under 13 years of age. If we become aware that we have unknowingly collected information about a child under 13 years of age, we will make commercially reasonable efforts to delete such information from our database.

If you are the parent or guardian of a child under 13 years of age who has provided us with their personal information, you may contact us using the below information to request that it be deleted.

14. QUESTIONS OR CONCERNS

If you have any questions or concerns about your privacy or this Privacy Policy, including if you need to access this Policy in an alternate format, please email us at dataprivacy@siteimpact.com or contact us at the address below:

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