

SITE Technologies Inc.
Privacy Policy
Last Modified October 2024

Please read this Privacy Policy carefully to understand our policies and practices regarding your information and how we will treat it. By accessing or using the Services, you agree to this Privacy Policy. If you do not agree with our policies and practices, your choice is not to use the Services. This Privacy Policy is incorporated into our Terms of Use (located at sitetechnologies.io/terms) (together, the “Policy”), and capitalized terms used herein have the meaning set forth in the Terms of Use.

This Policy applies to every user, whether you access the Services with or without an Account, and whether you access the Services on your own behalf or on behalf of an Enterprise Customer.

1. **The Information We Collect; How We Collect Information.** In this Policy, the term “information” includes any information we collect or obtain about you, including Personal Information and Usage Data as defined below, unless otherwise specified.

1.1. **Personal Information.** We may collect certain information from you that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked to, a particular person or household, such as your name, email address, date of birth, and/or your address (collectively “Personal Information” or “PII”). We collect Personal Information from you when you provide it to us, such as when you make an Account. We may also obtain your Personal Information from the organization you are affiliated with, if you access the Services on behalf of an Enterprise Customer.

1.2. **Usage Data.** We may collect information regarding how the Services are accessed and used by you, including but not limited to your access times, browser type, browser version, the pages of our Website that you visit or the features of the Services that you access, the time and date of your visit, downloads made from the Website, the time spent on those pages, and/or your queries or searches completed on the Website (collectively, “Usage Data”). Usage Data and is collected for every User of the Website. We may associate Usage Data with a unique identifier or with other information about you in our internal systems. Usage Data may be collected automatically as you navigate through the Website, and we may also engage third party service providers to obtain Usage Data on our behalf, subject to their own policies.

2. **Cookies.** Information may be obtained from you through the use of cookies. Cookies are files with a small amount of data which may include an anonymous unique identifier. We may make cookies available to give you the best online experience possible. The cookies we use do not contain personally identifiable information; however, once you choose to enter our Website with personally identifiable information, that information may be linked to the data stored in the cookie. You may be able to disable cookies through your web browser or via other means, but in such case, we may not be able to provide to you some of the features and functionalities otherwise available via the Services, or your experience on the Services may change.

3. **How We Use Your Information.** We may use your information in the manners set forth below:

3.1. We will use your information to operate the Website, perform or fulfill Services requested by you or by the Enterprise Customer you are affiliated with, to deliver information to you about our products and services (including additional products and services that may be of interest to you), to improve and tailor our products and services to better fit our users and customers, to inform you of changes to our Website or our policies, and to solicit additional information from you from time to time.

3.2. We may use your information to resolve disputes, troubleshoot problems, enforce our agreements with you including our policies, enforce our agreements with an Enterprise Customer that your Account is affiliated with, and to complete any purchases you make through the Website.

3.3. If you access the services on behalf of an Enterprise Customer, then we may share your information with the Enterprise Customer with whom you are affiliated.

3.4. Except as may be limited by an agreement SITE may have with an Enterprise Customer, we may use, reproduce, copy, and publish, and you hereby grant permission for us and our licensors to use, reproduce, copy, and publish information which is or has been de-identified, anonymized, and/or aggregated such that it is no longer capable of identifying you ("Aggregated Data"). Aggregated Data may be derived from your Personal Information, Usage Data, and any other information we may obtain or collect from time to time. We may Aggregated Data for any lawful purpose, including for our marketing purposes, and for continuing to develop our software through machine learning and/or artificial intelligence.

3.5. We may use your information for any other specific purpose that we communicate to you upon collection of the same, and for any purpose that you approve or for which you direct us to use such information.

4. **Disclosure of Your Information.** We will not sell your Personal Information. We may disclose and share information as set forth below:

4.1. We may share your information with our subsidiaries and affiliates, and with contractors, service providers, and other third parties who we have engaged in order to continue to develop our Services, improve our Services, and provide the Services to you. For example, we may disclose your information to IT service providers, such that they may support our IT systems, provide hosting, processing, and analyzing services with respect to information and data collected, and provide maintenance of such systems, or on the basis of other legitimate interests.

4.2. If you access the services on behalf of an Enterprise Customer, then we may share your information with the Enterprise Customer with whom you are affiliated.

4.3. We may provide Aggregated Data to third parties, for or without consideration.

4.4. We may share your information as part of a transfer or assignment if we are acquired by, sold to, or merged with another entity, or otherwise reorganized or liquidated, provided that, if in connection with such sale, merger, or other reorganization, the collection, use, or disclosure of your information will differ from this Policy, you will receive a notification of the same as provided herein above, and you may terminate your Account in your discretion if you do not agree to the differences.

4.5. We may share your information in response to legal processes, court orders, or government or regulatory requests; to enforce other agreements with you, including for billing and collection purposes; and if we believe disclosure is necessary or appropriate to investigate, prevent, or take action regarding illegal activities, suspected fraud, unauthorized use of third party rights, situations involving potential threats to the physical safety of any person, violations of this Policy, to verify or enforce compliance with the policies governing our Websites and applicable laws or as otherwise required or permitted by law or consistent with legal requirements.

4.6. We may share your information as appropriate to protect us, other Users, and third parties if we believe that you may harm, or have harmed, the property or rights of SITE, other Users, or any other third party, to report, disclose, limit, respond to, or prevent such conduct or activity.

5. **Analytics.** We may use third-party Service Providers to monitor and analyze the use of our Services, including Google Analytics. Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network. You can opt-out of having made your activity on the Service available to Google Analytics by installing the Google Analytics opt-out browser add-on. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js and dc.js) from sharing information with Google Analytics about visits activity. For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page: <https://policies.google.com/privacy?hl=en>.

6. **Amendments.** We reserve the right to change this Privacy Policy at any time. Such changes, modifications, additions, or deletions shall be effective immediately upon notice thereof, which may be given by means of posting a notification on the Website or by other means if required by law. We may make non-substantive updates or clarify existing provisions without notifying you. It is your responsibility to review this Website and this Privacy Policy periodically and to be aware of any modifications. Your continued use of the Services after such modifications will constitute your acknowledgment of the modified Privacy Policy and you agree to be bound by the modified Privacy Policy.

7. **Children.** The Website is intended for use only by individuals over the age of 16. We do not knowingly collect Personal Information from children under 16. If you become aware that a child under 16 of whom you are the parent or legal guardian has provided us with Personal Information, please contact us. We will take steps to terminate the child's Account and delete any Personal Information provided to us by that child.

8. **Your Choices Regarding Your Data.** Your Account may provide you with certain options with respect to information we collect from you, and we may provide you with the option to update or delete certain information that we may have about you. If you delete certain information, or decline to share certain information with us, we may not be able to provide to you some of the features and functionalities otherwise available via the Website.

9. **Information Retention and Deletion.** We will retain your Personal Information for the entire time that you keep your Account open if you have an Account. If you do not have an Account, or after you close your Account, we may retain your Personal Information: (i) for a period of time necessary to provide the Services to you that you have requested; (ii) for as long as necessary to comply with any legal requirement, to protect our legal interests, or otherwise pursue our legal rights and remedies; and (iii) on our backup and disaster recovery systems in accordance with our backup and disaster recovery policies and procedures. In addition, we may retain your email address to send you updates and offers from SITE, unless and until you unsubscribe or opt out from the same. As to Aggregated Information and Usage Data, we may retain the same indefinitely.

10. **Security of Information.** We have put in place commercially reasonable procedures to safeguard and help prevent unauthorized access, to maintain data security, and to use correctly the Information we collect online. Unfortunately, we cannot guarantee that 100% of data transmissions are secure. Therefore, while we strive to protect your Personal Information, you acknowledge that: (i) there are limitations to security and privacy of the internet that are beyond our control; (ii) the security, integrity and privacy of the Personal Information exchanged between you and us cannot be guaranteed; and (iii) any information and data may be viewed or tampered with in transit by a third party.

11. **Consent Revocation and Opt-Out.** To the extent we rely on your consent to process any information, you may revoke that consent at any time. If you wish to revoke such consent, or if at any time you do not wish to receive the communications stated herein from SITE, you may do so by sending your request to us by email at support@sitetechnologies.io. It may take up to ten days for the change to be fully effective. You may also be able to make these changes via your Account. Notwithstanding the foregoing, we may continuously maintain Aggregated Information and Usage Data.

12. **Third-Party Services.** This document only addresses the use and disclosure of information that we obtain from you directly. Other sites accessible through our Website from time to time may have their own privacy policies and data collection, use and disclosure practices. Please consult each site's policies. We are not responsible for the policies or practices of third parties. You should contact those third parties directly if you have any questions about their policies and practices regarding your information.

13. **Enterprise Customer Agreements.** Our agreements with Enterprise Customers may further limit our use of and disclosure of your information, particularly your Personal Information. If you have questions about this, please reach out to the Enterprise Customer you are affiliated with for more information. You may also request such information from us, which we may provide to you with the consent of the Enterprise Customer.

14. **Your Rights Under US State Laws.**

14.1. In the United States, depending on your state of residence, and subject to certain exceptions, you may have some or all of the following rights. Also, if you are a resident of a country in the European Economic Area, you may also have some or all of the following rights:

A. **Right to Know:** The right to request that we disclose to you the Personal Information we collect, use, or disclose, and to access the same.

B. **Right to Request Correction:** The right to request that we correct inaccurate Personal Information that we maintain about you.

C. **Right to Request Deletion:** The right to request that we delete Personal Information that we have collected from or about you. (Please note that you may not be able to maintain an Account through the Website without our retention of certain Personal Information.)

D. **Right to Portability:** The right to obtain a copy of your Personal Data 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 controller.

E. **Right to Opt Out:** The right to opt out of the processing of some or all of your Personal Information for purposes of targeted advertising and profiling in furtherance of decisions that produce legal or similarly significant effects concerning you.

14.2. To submit a request to exercise your rights set forth in this Section 12, and as applicable, to appeal a consumer rights action, you may use support@sitetechologies.io. We may require that you verify your identity to respond to your request. If you are entitled to a substantive response, we will deliver the requested information to you within 45 days or such shorter timeframe if required by law, or will inform you that an extension of such timeframe is necessary). You may make a request up to twice during a 12-month period unless applicable law allows you to make additional requests. We will not discriminate against you for exercising your rights pursuant to applicable US state laws.

14.3. Please note that if we have received your PII from your employer or another organization you are affiliated with, then we may be considered the "processor" or "service provider" under relevant laws, and your employer or other organization may be considered the "controller" or "business." As such, if you request any of the rights noted above (and/or other rights you may be entitled to) regarding PII for which we are the processor or service provider, we may direct your request to the applicable controller or business in each case.